

BOARD OF SUPERVISORS

Brown County

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PLAN, DEV. & TRANS. COMMITTEE

Bernie Erickson, Chair
Dave Kaster, Vice Chair
Norbert Dantine, Jr., Dave Landwehr, Tom Sieber

**PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE**
Monday, May 23, 2016
Approx. 6:15 PM (Or to follow Land Con)
Room 161, UW Extension
1150 Bellevue Street

**NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION ON
ANY ITEMS LISTED ON THE AGENDA**

****REVISED****

- I. Call Meeting to Order.
 - II. Approve/Modify Agenda.
 - III. Approve/Modify Minutes of April 25, 2016.
1. Review minutes of:
 - a. Harbor Commission (February 15, 2016).
 - b. Planning Commission Board of Directors—Transportation Subcommittee (March 7, 2016)
 - c. Rural Specialized Transportation Needs Study Advisory Committee (April 21, 2016).

Comments from the Public

Communications

2. Communication from Supervisor Schadewald re: the status of and reinstatement of the Facility Master Plan Subcommittee.
3. Communication from Supervisor Dantine re: Have the Highway Committee review the work weeks, overtime pay and holiday pay for Highway Department employees. *Referred from May County Board.*

Presentation

4. Presentation and discussion re: Drones.

Port & Resource Recovery

5. 2016 Federal Policy Positions.
6. Bid Recommendation and Approval for Project 2056 – Residential Waste Drop-off Site at Transfer Station.
7. Budget Adjustment Request (16-37): Any allocation from a department's fund balance.
8. Director's Report.

UW-Extension

9. Director's Report.

Internal Auditor

10. Review of Preliminary Asphalt Plant Analysis.

Public Works

11. Referred from May Ed & Rec: Refer the speed study review to look at potentially reducing the speed on Dutchman Road to 45 miles per hour.
12. Discussion re: installing "No Engine Braking" signs on Hwy G in the vicinity of the intersection with Scray Hill Road. *Held for one month.*
13. Discussion and possible action with Library Director Brian Simons re: 425 Fund.
14. Summary of Operations.
15. Director's Report.
16. 6-Year (2017-2022) Highway & Bridge Capital Improvement Plan (CIP) Summary.
17. Open Session: Discussion and possible action regarding the placement of Parcel D-212-2 for sale (8.5 acres of Brown County Highway Department land on Scray Hill Road located in the Town of Ledgeview).
18. Closed Session: Discussion and possible action regarding the placement of Parcel D-212 for sale (8.5 acres of Brown County Highway Department land on Scray Hill Road located in the Town of Ledgeview). Pursuant to Wis. Stat. § 19.85(1)(e), any meeting of a governmental body may be convened in closed session for purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
19. Reconvene in Open Session: Discussion and possible action regarding the placement of Parcel D-212-2 for sale (8.5 acres of Brown County Highway Department land on Scray Hill Road located in the Town of Ledgeview).

Resolutions

- 19a. Resolution to Authorize the Use of Bonded and Levied Funds from Library Renovation

Airport

20. Budget Status Financial Report for April 2016.

Register of Deeds

- 20a. Budget Status Financial Report for April, 2016.

Planning and Land Services

Planning Commission

21. Update regarding development of the Brown County Farm property – standing item.
22. Budget Status Financial Report for April 2016 (unaudited).

Property Listing

23. Budget Status Financial Report for April 2016 (unaudited).

Zoning

24. Budget Status Financial Report for April, 2016 (unaudited).

Land Information – No agenda items.

Register of Deeds – No agenda items.

Other

- 25. Audit of bills.
- 26. Such other matters as authorized by law.
- 27. Adjourn.

Bernie Erickson, Chair

Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

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ADDITION TO PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE

Monday, May 23, 2016 @ 6:15 pm, Room 161, UW Extension, 1150 Bellevue Street, Green Bay, WI

Resolutions

#19a Resolution to Authorize the Use of Bonded and Levied Funds for Library Renovation.

Register of Deeds

#20a Budget Status Financial Report for April, 2016.

News media notified by email/fax (5/20/2016).

Planning, Development and Transportation Committee and Board of Supervisors notified by email (5/20/2016) and placed on desks (5/23/2016).

**PROCEEDINGS OF THE BROWN COUNTY
PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County Planning, Development & Transportation Committee** was held on Monday, April 25, 2016 at the Brown County Public Works Department, Howard, Wisconsin.

Present: Supervisors Norbert Dantine, Bernie Erickson, Dave Kaster, Dave Landwehr, Tom Sieber

Also Present: Supervisors Van Dyck, Lund and Vander Leest. Executive Streckenbach, Chad Weininger (Director of Administration), Cathy Williquette & Sara Frisque (Register of Deeds), Paul Fontecchio (PW-Engineering Mgr.), Chuck Lamine (Planning Director), Tom Miller (Airport Director), Dean Haen (Port & Resource Recovery Director), Judy Knudsen (UW-Extension), other interested parties and news media.

I. Call Meeting to Order.

The meeting was called to order by Supervisor Erickson at 5:13 p.m.

II. Approve/Modify Agenda.

Motion made by Supervisor Kaster, seconded by Supervisor Landwehr to approve with the modification to hold Item 3. Vote taken. MOTION CARRIED UNANIMOUSLY

III. Election of Chair.

Nomination made by Supervisor Dantine for Bernie Erickson as Chairman of Planning, Development and Transportation Committee. No further nominations were made.

Supervisor Erickson closed the nominations.

Motion made by Supervisor Sieber, seconded by Supervisor Kaster to cast unanimous ballot for Bernie Erickson as Chairman of Planning, Development and Transportation Committee. Vote taken. MOTION CARRIED UNANIMOUSLY

IV. Election of Vice Chair.

Nomination made by Supervisor Dantine for Dave Kaster as Vice Chairman of Planning, Development and Transportation Committee. No further nominations were made.

Chairman Erickson closed the nominations.

Motion made by Supervisor Sieber, seconded by Supervisor Dantine to cast unanimous ballot for Dave Kaster as Vice Chairman of Planning, Development and Transportation Committee. Vote taken. MOTION CARRIED UNANIMOUSLY

V. Set date and time for regular meetings. *Motion made at Land Con to maintain the meeting date the 4th Monday of the month for Land Con and PD&T.*

VI. Approve/Modify Minutes of March 28, 2016.

Motion made by Supervisor Kaster, seconded by Supervisor Landwehr to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

1. Review minutes of:

- a. Planning Commission Board of Directors (February 3, 2016).

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY**

Comments from the Public None.

Communications

2. **Communication from Supervisor Van Dyck re: Request that the Highway Department install “No Engine Braking” signs on Hwy G in the vicinity of the intersection with Scray Hill Road. *Referred from April County Board.***

Motion made by Supervisor Landwehr, seconded by Supervisor Dantine to suspend the rules to open the floor to allow interested parties to speak. Vote taken. MOTION CARRIED UNANIMOUSLY

John Kraft – 4336 Scray Hill Road, De Pere

Kraft informed he lived on the corner of Scray Hill Road and Dickenson Road by the golf course. Engine braking was a nuisance and the problem was getting worse as they were breaking to turn. It was going up the hill and down the hill and it was constant. The corner was not a true 90 degrees on each corner. The speed limit was 45mph and trucks could almost take it at 45 mph. He believed it was a safety issue. Bower Creek Road and Scray Hill Road was a dangerous intersection due to lack of visibility from trees at the golf course as he had seen four accidents already there. He was working with Ledgeview to get signs put up on Scray Hill Road coming down. He was asking for a sign going up and coming down the hill. Kraft informed he had talked to Fontecchio and a round-a-bout was years away but he didn't believe that was the answer. There had been traffic studies done with another one being done in a month or so by the Brown County Engineering Department. There were weight limit restrictions on every road but Scray Hill Road so it was the only way in and out for trucks coming from the quarry other than going to Morrison Road to X, which was a much safer route, residential was low out there and the roads were built for it. Dantine felt there should be an alternative as it was really dangerous.

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to return to regular order of business. Vote taken. MOTION CARRIED UNANIMOUSLY

Fontecchio informed a lot of times no engine brake signs were typically right below the Welcome to City Limit signs. The Highway Department left it up to the local municipalities in terms if they wanted them or not. They didn't have a problem putting them on G but they would like to make it some logical limits. You don't want to get a truck in there and then have a problem. They could put it up with for emergency use only. Historically in the past the townships or villages paid for those signs, it was not much. They didn't have issues putting them up but would need the Town of Ledgeview to give the okay as it was their issue to enforce more than the county.

Referring to a question from Van Dyck, Fontecchio informed that they had done a speed study last fall and lowering the speed did not come out to be the answer.

Kaster felt putting some weight restrictions on the road permanent, trucks wouldn't be able to come down at least full. Kraft felt it would solve everything. Kaster had never used a Jake brake going uphill, Kraft stated it was related to speed; they were coming up too fast.

**Motion made by Supervisor Sieber, seconded by Supervisor Dantine to hold until May meeting. Vote taken.
MOTION CARRIED UNANIMOUSLY**

3. **Communication from Supervisor Erickson re: That staff look at including the purchase of a drone in 2017 budget to be collectively used by Planning, Public Works, Airport, Zoning, Parks, NEW Zoo and any other county departments that may have a need for these types of video or pictures. *Referred from April County Board.***

Item was held for a month.

4. **Communication from Supervisor Erickson re: Look into the possible purchase of the property located on the Fox River at Broadway and West Mason Street to be used as port expansion that adds to the economy of Greater Green Bay and Brown County. *Referred from April County Board.***

Erickson asked Port & Resource Recovery Director Dean Haen to possibly make a call to the city. Haen informed they had two studies done where they looked at properties on the river and it was a piece that the Port had been interested in. Harbor Commission was working on a property acquisition strategy so they had a little bit of money in the bank and trying to figure out what the best investment for that property was. Erickson believed the City of Green Bay would know in 90 days if they were going to put a baseball stadium in or not. Vander Leest believed it would be awhile and that it didn't seem like a popular agenda at this time. It lacked support as it was a high dollar item. He believed it was not a good deal for the City of Green Bay at this point.

It was listed on a Port study earlier that they were potentially interested in that property for development so Sieber suggested Haen calling to see if the property was available or what their thoughts were on the property. Haen informed that they had done that, they engaged the city and had opportunities for wind towers. They wanted to lease it until they had a use. Administration had no interest in selling it but they did try to do some different activities there that were Port related and it those were unsuccessful. Sieber was not in favor of wasting Director Haens time but felt they could bring it back up again after stadium was decided.

Landwehr was opposed to holding as he just wanted to get rid of it.

Motion made by Supervisor Sieber, seconded by Supervisor Dantine to hold for 90 days. Vote taken. Nay: Landwehr. MOTION CARRIED 4 to 1

5. **Communication from Supervisor Dantine re: To have the Airport start a dialog with the Green Bay Packers to bring visting teams through Austin Straubel and stay at the new Kohler hotel during Packer season.**

Dantine had a phone conversation with Aaron Popkey, Director of Public Affairs at the Green Bay Packers, with regard to what hotels do. They rent to people going to the game as it was better financially than renting one night for the team. He was looking at the other side, where the Austin Straubel could benefit verses Outagamie County Airport. After a few phone calls, he was informed that they land in Outagamie County to drop the team off but then come to Brown County when leaving. Miller stated, typically the aircraft didn't sit around for the weekend once they deplaned in Appleton. The aircraft departed to points unknown and at about half time of the game, the aircraft would arrive at Green Bay and depart Austin Straubel. There were at least several teams that land in Green Bay and stay at a hotel, the Hyatt had been mentioned and the aircraft would depart after they drop the team off and come back the afternoon of the event. It was the team's individual choice of where they land and where they stay, not up to the NFL. The teams pay about \$100-\$110 a night per room. The teams occupy meeting space at the hotels as well as players need to eat. Typically in Green Bay rooms were going for double that per night with a two night minimum. Down in the Valley and along the lakeshore to Manitowoc there was not a two night stay requirement so it was easier for the team to negotiate a one night stay down in the Valley than Green Bay because the hotels were not receptive to that. As the schedule moved on, Miller stated they could suggest that and work through the local hotel/motel association and work with Brad Toll on the Convention and Visitors Bureau who had a position on that board.

Motion made by Supervisor Landwehr, seconded by Supervisor Dantine to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Airport

6. **Budget Status Financial Report for March 2016.**

Miller informed that in comparing March 2015 to March 2016, things were identical from a financial position standpoint.

Motion made by Supervisor Landwehr, seconded by Supervisor Sieber to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

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7. Director's Report.

- Miller informed that all positions at the airport had been filled.
- There were a few snow events in March, Miller referred to the 12-hour shift report.
- The US Customs facilities was complete, all computer equipment arrived and will be installed by Customs and Border Protection (CBP) around May 10th. The local Port Director will receive approval from the regional office in Chicago to commence operations out of the new facility. He was anxious to take occupancy of the building and wanted to be able to work out proper procedures with Jet Air and Executive Air to make sure international arriving flights needed to go directly to the CBP facility.
- The airport anticipated a grant from the FAA for ramp expansion on the west side of the airport but because congress hadn't approved full funding for the Federal Aviation Administration for 2016 yet, those funds will not be available for their construction season. Work on that ramp won't take place until next spring. There was no money lost, none of the work that had been done was jeopardized or wasted, just a delay in the funding mechanism. The justification for the ramp was a result of the congestion of corporate aircraft coming in for the Packer games.
- The 2017 home Packer scheduled had been released. They had disseminated the information to the airlines.
- Executive Air had renewed their lease with the airport under the same terms and conditions as an agreement reached several years ago with Jet Air.
- Passenger traffic was off during the first quarter of 2016, there was certain fare restrictions placed on tickets purchased on flights last October that departed Green Bay and not on any other Wisconsin city. When they discovered the anomaly in mid-October, a letter was sent to the airline pricing departments to advise them of the non-competitive pricing and the situation was corrected several weeks later. However, in the meantime thousands of tickets were sold which were not favorable to their early 2016 travel and after consulting with the airlines they believed tickets sold during that period will be exhausted during the second quarter.

Responding to Landwehr's question re: the fare situation out of Milwaukee, affecting Green Bay's passenger capacity last year, Miller informed that that had been going on for several years ever since Southwest got in at General Mitchel, they were still battling that, it was an addition to that situation. The airlines had determined that they were satisfied with handling the number of passengers that they were currently handling at the price they were handling them at. The biggest concern Miller had was here in NE Wisconsin they had two commercial service airports that were very close together and unless they were deliberately trying to sabotage one market over the other that the fares needed to be the same and they agreed. The problem was that about 50% of the travel in NE Wisconsin, those folks were getting in their cars and driving to Milwaukee. As far as the prices were concerned, that was a decision that was made by the airline. While they talked to them about it on a regular basis, there was nothing they could do about it. What they did was try to make sure that their costs for them to do business here was competitive, and it was. It was cheaper to operate out of Green Bay than Milwaukee but because of the volume of traffic that was generated in Milwaukee, it was easier for the airlines to operate out of General Mitchel and the fares were lower.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY

Register of Deeds

Register of Deeds Cathy Williquette introduced Sara Frisque as her new Chief Deputy as of May 3rd. Debbie Gore who had been with ROD for over 40 years was retiring. She started in 1975, four years before Williquette.

8. Budget Status Financial Report for March 2016.

Motion made by Supervisor Sieber, seconded by Supervisor Dantine to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY

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9. **Register of Deeds 2015 Annual Report.**

Williquette informed that per statute they had to give an Annual Report; they wait until the financial numbers were in for the year. In summery they had a better year last year than the year before. They came in \$104,670 over of what they said they would bring in all in transfer fees from sale of properties. She referred to the report in the agenda packet and briefly went through and highlighted items.

Kaster pointed out an error within the report; the agenda material has been corrected and reposted online.

Motion made by Supervisor Dantine, seconded by Supervisor Landwehr to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

Planning and Land Services

Land Information – No agenda items.

Planning Commission

10. **Planning Commission Budget Status Financial Reports for January, February & March 2016 (unaudited).**

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

11. **Budget Adjustment Request (16-28): Any increase in expenses with an offsetting increase in revenue.**

It's anticipated that Brown County will be receiving loan repayments from the Regional Community Development Block Grant (CDBG) – Housing Rehabilitation Loan Program participants during 2016. The CDBG-Housing Rehabilitation Loan Program uses federal funds to provide loans to qualified low to moderate income homeowners to repair their homes. Typical projects include siding, windows, septic systems, wells, roofs, furnaces, and similar repairs. Under federal rules, when these loans are paid back, they must be loaned back out for new housing rehabilitation projects before new CDBG federal funds may be expended. This budget adjustment will allow for funds that are repaid to be loaned for new project loans. Budget impact: \$250,000.

Motion made by Supervisor Dantine, seconded by Supervisor Sieber to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

12. **Update regarding development of the Brown County Farm property – standing item.**

Lamine informed that they continued to work on this but didn't have anything ready publicly at this point.
No action taken.

13. **Property Listing - Budget Status Financial Reports for January, February & March 2016 (unaudited).**

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

14. **Zoning - Budget Status Financial Reports for January, February & March 2016 (unaudited).**

Motion made by Supervisor Sieber, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

UW-Extension

15. **Budget Status Financial Report for March 2016.**

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

16. **Budget Adjustment Request (16-30): Any increase in expenses with an offsetting increase in revenue – Grant funds to implement an afterschool financial literacy program.**

UW-Extension had received a Professional Project/Research Grant from Wisconsin Association of Family and Consumer Sciences Foundation to implement an Afterschool Financial Literacy Program that will increase outreach to diverse, low income youth attending Green Bay Area Public Schools. Budget impact \$1,000.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to suspend the rules to take Items 16, 17 & 18 together. Vote taken. MOTION CARRIED UNANIMOUSLY

17. **Budget Adjustment Request (16-31): Any increase in expenses with an offsetting increase in revenue – Funds from UW-Ext (State) to plan and implement a community garden for Somali population. See Item 18.**

UW-Extension had received funding from UW-Extension (State) to plan and implement a community garden with the primary goal of reaching the county's Somali population. This program is part of the Brown County UW-Extension Community Gardens Program. This garden will be constructed on land owned by Habitat for Humanity on Western Avenue in Green Bay. Budget impact: \$1,195.

18. **Budget Adjustment Request (16-32): Any increase in expenses with an offsetting increase in revenue – Funds from BC Dairy Promotions to offer foodie camp for youth.**

UW-Extension had received funding from Brown County Dairy Promotions to offer a foodie camp for youth July 13-15, 2016. This foodie camp provided an opportunity for school age children to learn about where food comes from and to establish a healthy relationship with food. Budget impact \$300.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to approve Items 16, 17 & 18. Vote taken. MOTION CARRIED UNANIMOUSLY

19. **Director's Report.**

- Knudsen informed they had a farm for Breakfast on the Farm. It took several months to get one as they had lots of rejections; a farm south and east of Greenleaf and a farm milking 210 cows. They were happy to have a place. Parking will be a bit of an issue but they will shuttle. The event is June 5th.
- The Garden Blitz was this weekend; they sold 109 raised beds that will be constructed in their parking lot and delivered Friday, Saturday and Sunday. They had United Healthcare and Blue Cross BlueShield Anthem come on as sponsors this year to fund some beds for low income households.
- Community Gardens – They had about 300 plots, only about 30 left. They opened a new garden this year in Hobart at one of their parks, it filled up immediately. They did a signup on Saturday for a new garden on Western Avenue, land owned by Habitat for Humanity, they filled up those spots and they had 11 on waiting list. They had a garden started last summer in Imperial Lane neighborhood owned by Encompass Early Childcare; they double that from 10 plots to 22. Their garden program was growing quickly; they had requests from an organization on University Avenue to open a garden next year. They would also like to do one for their veterans and had two potential sponsors/funders for that one already.
- Educational Programming - There were a number of horticultural programs advertised in the newspaper. They had been doing a lot of simulations recently, they will have eight done by mid-May helping people go through experiential learning experience of walking in someone else's shoes who was low income.
- They did the USDA food security survey in 2014-2015, they started in 1999 doing it every five years and the results will be released soon. Food and security, meaning that people don't have enough food had decreased in the community. This was also proven by a Gallup poll survey. She felt all the efforts with food pantries and EBT at farmers markets and community gardens were making a difference and they were starting to see people who were food insecure starting to decrease which was huge for the community.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

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Port & Resource Recovery

20. Port Budget Status Financial Report for March, 2016.

**Motion made by Supervisor Sieber, seconded by Supervisor Dantine to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY**

21. Resource Recovery Budget Status Financial Report for March, 2016.

**Motion made by Supervisor Landwehr, seconded by Supervisor Sieber to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY**

22. Director's Report.

Port & Resource Recovery Director Dean Haen referred to his written report in the agenda packet and briefly spoke to it (BOW C&D Recycling Analysis, Drop-off Unloading Area, WPS & Renard Island Easements, Great Lakes Pilotage Rates, Marine Sanctuaries and Open Position Report).

Haen added that he would expect to have something with regard to the Profit Acquisition Plan in June or July.

In reading the Planning Commission minutes, the remote terminal operations were added in the documents, Sieber questioned what it meant. Haen stated the Planning Commission voted to approve the pursuit of a grant, federal money to make improvements to the bridges as well as putting in equipment for the bridges to be operated remotely and be controlled by one operator. The Coast Guard had not approved remote operations anywhere in the country. Whether they got used lied in the sole authority of the Coast Guard. From the Ports perspective, it had to be foolproof and there had to be a backup system. If the Coast Guard could deem it safe and reliable, they had no issues with it. Planning Director felt it was a good healthy debate and worthwhile conversation in which some people changed their perspective based on various statements made throughout the meeting. The overriding issue with it was that if this was going to be implemented the state and feds wanted to start collecting some data to see effectiveness; especially since the Coast Guard had said they didn't have data. The thought was to use the grant funds. The crew was in place doing work on the bridges already. It would be far more expensive to add at a later date.

The Harbor Commission will have a Sign Dedication Ceremony at their Harbor Commission Meeting on May 9th, 9:30 a.m. at the Jack Day Center at 90 Bay Beach Road in Green Bay. Dedication at 10:45 a.m. on Sauk Avenue off Bay Beach Road for Mike McDonald (resolution passed by the County Board) for McDonald Memorial Causeway; Clarence Renard (25 yearlong Harbor Commissioner President) for Renard Island and Neil McKloskey (longstanding Harbor Commission Commissioner) for McKloskey Island.

**Motion made by Supervisor Dantine, seconded by Supervisor Landwehr to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY**

Public Works

23. Summary of Operations.

Interim Director Paul Fontecchio noted that when looking at the \$4 million dollars in the Routine Maintenance Work (RMA), with regard to the \$2.8 remaining, they only needed about \$500,000-\$600,000 for the rest of the winter, so they had a couple million dollars of RMA money to use up on the state stuff this summer. Knowing that they knew how to budget it and work with the DOT on it.

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY**

24. **Director's Report.**

In addition to the written reports in the agenda packet, Interim Director Paul Fontecchio informed that May 12th at 6 p.m. at the Public Works Department, was their Brown County Chapter 83 Highway Committee Training in which they spoke about in January.

Fontecchio informed that they did get approached by the state with regard to their DMA money, Discretionary Money. The state asked the county to do an additional \$350,000 in asphalt patching and drainage. Typically they will see another round of that after July 1st. DOT calendar goes July 1st to July 1st. The Routine Maintenance Fund had been building at the state and they had some money and were getting extra work done.

Motion made by Supervisor Landwehr, seconded by Supervisor Sieber to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Resolutions

25. **Resolution authorizing conveyance of certain excess county highway property on CTH G/George Street from Broadway Street to Wisconsin Street in the City of De Pere.**

Map provided (attached), Fontecchio informed that this was a title cleanup item. Corporation Counsel took the lead on this; Public Works had no issues with it.

Motion made by Supervisor Landwehr, seconded by Supervisor Dantine to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

26. **Initial Resolution Authorizing the Issuance of Not to Exceed \$7,135,000 General Obligation Corporate Purpose Bonds of Brown County, Wisconsin in one or more series at one or more times.**

Motion made by Supervisor Landwehr, seconded by Supervisor Sieber to approve the resolution. Vote taken. MOTION CARRIED UNANIMOUSLY

Other

27. **Audit of bills.**

Motion made by Supervisor Sieber, seconded by Supervisor Erickson to audit the bills. Vote taken. MOTION CARRIED UNANIMOUSLY

28. **Such other matters as authorized by law. None.**

29. **Adjourn.**

Motion made by Supervisor Dantine, Seconded by Supervisor Kaster to adjourn at 6:43 p.m. Vote Taken. MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,

Alicia A. Loehlein
Recording Secretary

PORT & RESOURCE RECOVERY DEPARTMENT

Brown County

2561 SOUTH BROADWAY
GREEN BAY, WI 54304

PHONE: (920) 492-4950 FAX: (920) 492-4957

DEAN R. HAEN

DIRECTOR

PROCEEDINGS OF THE BROWN COUNTY HARBOR COMMISSION

A meeting was held on **Monday, February 15th, 2016**
Port & Resource Recovery Department 2561 S. Broadway, Green Bay, WI 54304

1) The meeting was officially called to order by President Tom Klimek at 10:30 am.

2) Roll Call:

Present: President Tom Klimek
Commissioner Bernie Erickson
Commissioner Hank Wallace
Commissioner Tim Feldhausen
Commissioner Mike Vizer
Commissioner Ron Antonneau
Commissioner Ngosong Fonkem

Excused: Vice President Bryan Hyska
Commissioner John Haritz

Also Present: Dean Haen, Brown County P&RR
Mark Walter, Brown County P&RR
Shelby Schraufnagel, Brown County P&RR
Jim & Sylvia Graefe, Residents

3) Approval/Modification – Meeting Agenda

A motion to approve the agenda was made by Mike Vizer and seconded by Hank Wallace.
Unanimously approved.

4) Approval/Modification – December 14th, 2015 Meeting Minutes

A motion to approve the minutes of December 14th, 2015 was made by Bernie Erickson and seconded by Tim Feldhausen. Unanimously approved.

5) Announcements/Communication

New Commissioner Introduction. Ngosong Fonkem explained that he received his MBA and Law Degree in West Virginia and a Masters in Law in Shipping from Tulane University. He then

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moved to Asia to teach law and worked for a French energy company. Mr. Fonkem recently moved back to Wisconsin and is excited to be of service to the community.

Commissioner Erickson pointed out that the verbiage for the memorial plaque was approved by Chet McDonald.

Mr. Haen explained that the Port display in the Northern Building will need to be updated.

6) Fox River Environmental Clean-Up Project – Public Comments/Update on Standing Item

Mr. Haen explained that the Fox River Environmental Clean-Up Project will be starting again in four to six weeks. The project has one year of dredging and two years of capping left.

A comment from the public was made by Jim Graefe inquiring about the pile of material that the dredging project has sitting by the GP plant. Mr. Haen explained that the pile is probably sand from the dredging project to be beneficially reused or sand that they are bringing in for use as capping material. He did add that the project was dredging RGL Holding's dockwall and it could be the material that is coming out of there as well.

Commissioner Wallace asked what is taking place on the issues with capping. Mr. Haen explained that last year the Corps successfully dredged over the I-43 petroleum pipeline. A communication was sent to the DNR, EPA and the Project explaining that if the Corps is able to successfully dredge over pipelines, then the Project should also be able to dredge and not cap over utility crossings. There has been no response from the DNR or EPA. Commissioner Wallace also asked what is happening with individual challenges with docks. Mr. Haen explained that RGL Holdings is getting a new dockwall installed by the Project. The Project says that they may remove the dockwall when the dredging is complete. Mr. Haen communicated that the project will not actually do that and RGL Holdings will end up with improvements on their facility. The project has helped RGL Holdings make their property viable again.

Commissioner Vizer commented on the RGL Holdings situation and on the negative press that the Port received on the St. Marys barge sitting at KK Warehousing near the Walnut Street Bridge. RGL Holdings informed St. Marys that the barge would not be able to return to RGL Holdings slip. Commissioner Vizer is in the process of looking for a new location for the barge to sit and asked for any advice on where it could possibly be kept. Mr. Haen added that St. Marys would like to limit the number of times the barge will need to be moved. Commissioner Vizer added that it costs \$20,000 to be moved. Right now there are a few preliminary options for where this barge could be moved to in Green Bay.

Commissioner Erickson asked if the barge is being used. Commissioner Vizer explained that the barge is a floating asset. Commissioner Erickson advised that the slip south of Wisconsin Public Service might be available. The slip has been boarded off for several years and dredging might need to be done.

Commissioner Klimek asked if moving the barge to Oconto or Sturgeon Bay would be too far. If it is only a depth of 8 feet that the barge needs Oconto could be a good option. K&K Integrated in Marinette might have available space since they have gotten rid of the old car ferry. Mr. Haen added that Escanaba has a lot of unused dockwall space.

Commissioner Antonneau asked what the long term plan is for the barge. Commissioner Vizer responded that St Marys corporate office is not giving that information out. He added that it is an

asset that is being kept in case one of the two ships that St. Marys operates stops working. The barge then can take over and the company won't be out of the market.

7) 2015 Annual Report – Request for Approval

Mr. Haen explained that in 2015, 1.9 million tons of cargo was brought through the Port of Green Bay. This was an overall decrease of 14% when compared to 2014. In 2014, the shipping season brought in the most tonnage since 2007 making it a really good year. Anytime cargo is around 2 million tons, then the port and economy in Green Bay/Northeastern Wisconsin is doing well. An interesting statistic to point out is that even though there was a 14% decrease in cargo moved, there was a 26% decrease in the number of ships that traveled through the port. With water levels being higher, ships are able to carry more tonnage per load; therefore, fewer ships are needed. The 2015 season started earlier and ended significantly later. The last ship arrived January 15th, 2016 and did not leave until the 23rd. Mr. Haen predicts that the season will start early in 2016 due to a mild winter. Cement will be one of the first commodities to arrive due to limited storage. Mr. Haen believes that this year may see another decrease in tonnage. Commissioner Klimek added that cargo moved by rail is down as well.

Commissioner Vizer commented that the Portland Cement Association (PCA) predicted an 8% increase nationwide in cement sales. While homebuilding is generally 12-15% of sales there is a lot of construction and farm work to be done.

Mr. Haen stated that an economic impact study will be conducted in 2016 using 2015 numbers. The last economic impact study was conducted in 2010. He also went on to explain the 2015 goals and whether or not these were completed or still in progress. This includes work with the strategic plan, beneficial dredge material, Fox River Clean-Up Project, Cat Island Chain, and the Renard Island easement and lakebed.

Commissioner Antonneau advised that Mr. Haen interact with WMC, they have been doing a lot with import and export with the state of Wisconsin and could be a potential resource. Mr. Haen stated that he has been working and educating Jason Culotta, from WMC, on the port business. Mr. Culotta could be a resource with his list of memberships in regards to commodities including fertilizer movement in the port.

Mr. Haen went on to explain 2016 work items that staff will be working on. These include moving containers through the port, liner service, marketing Bysby, closing out the Cat Island project, taking ownership transfer of Renard Island, etc.

Commissioner Klimek asked if the Economic Impact Study would be done in-house. Mr. Haen explained that all of the port entities and businesses on the Great Lakes are pitching in to have the economic impact study done by Martin Associates. For \$10,000, the Port of Green Bay can pay to have individual economic impact study conducted as part of the larger project.

A motion to approve the Annual Report was made by Ron Antonneau and seconded by Bernie Erickson. Unanimously approved.

8) WDOT Harbor Assistance Program Statement of Intentions – Request for Approval

Mr. Haen explained that the Statement of Intentions (SOIs) is an annual effort; it is a list of submittals for potential grants. Some of the projects have been submitted for over 10 years in a

row. RGL Holdings is submitting a new request for \$1 million to get their new dockwall fully functional. Mr. Walter will help to find them business when their port facility is available.

Commissioner Antonneau advised Mr. Haen to write a letter in regards to the SOIs to heighten their importance. This letter should be signed by Mr. Haen, Commissioner Klimek, County Executive, oversight committee Chairman Bernie Erickson, and County Board Chairman Patrick Moynihan. The following names should be carbon copied: Senators Lasee, Cowles and Hansen and every assembly person in those three senate districts.

A motion to approve the WDOT Harbor Assistance Program Statement of Intentions was made by Hank Wallace and seconded by Ron Antonneau. Unanimously approved.

9) Corps Final Accounting for the Cat Island Project - Update

Mr. Haen explained that a Project Partnership Agreement (PPA) was signed with the Army Corps of Engineers to build Cat Island. The project came in under budget and well ahead of schedule. The Corps has been touting the project nationally as a way to do business moving forward with great economic and environmental benefits. A letter was received from the Corps a week ago stating that \$400,000 contributed by the County to the project is not eligible for reimbursement. Instead of trying to work out the situation together, the Corps sent this formal letter and will likely not budge on their stance. Mr. Haen responded to the Corps that they served as the project manager and they allowed the County to contribute \$400,000 above and beyond our share of 25% of the project costs. Mr. Haen also referenced the PPA has reimbursement provision and has requested reimbursement. Mr. Haen spoke personally with several key Corps district and division personnel explaining that this is a Corps problem that needs to be resolved. Mr. Haen will also be in communication and will be visiting with Congressional offices. A letter was written to the Corps with federal legislators carbon copied regarding this issue; legislators are now waiting in the back if Mr. Haen needs their assistance. . Two solutions seem to be present; the Corps can either write a check to the Port of Green Bay for \$400,000 or reduce the amount due by \$400,000 as part of the 10% cash payment owed to the Corps. Commissioner Feldhausen stated if unresolved, send the Corps the remaining 10% cash payment less the \$400,000 as payment in full.

Mr. Haen reminded the Commissioners that the Amendment #1 of PPA approved by the commission and signed by the County Executive was return by the Corps because of a minor change. The Amendment may serve as a mechanism to resolve the situation.

The Commissioners commended Mr. Haen on his fast turn around and quick communication with federal legislators.

10) Property Acquisition Plan - Update

Mr. Haen explained both the Annual Report and the 5-year Strategic Plan identify development of a property acquisition plan this year. The port has roughly \$2 million potentially available for property acquisition purposes. Any investment of these funds would need the security of sufficient revenue generation to accumulate funds for the next potential purchase. If land is chosen that does not create sufficient revenue the fund would be exhausted and the opportunity lost. A property acquisition plan created by this commission will lay the foundation and understanding of the use of money and strategies for future commissions to determine the facilities and locations that should be looked at to know the property meets the criteria.

Commissioner Fonkem reached out to Mr. Haen noting his interest in leading this group; Commissioner Wallace volunteered to help as well.

Commissioner Klimek suggested that a meeting be held to start gathering potential locations.

11) 2015 Public Communication Outreach Report – Update

Mr. Haen explained that Leonard and Finco put together an outreach report for Port communications. In 2015, the Port was in print or online 153 times and on television 36 times. The budget for public relations outreach effort is \$35,000. The real value of the Port being in the news is equivalent to \$410,000 of outreach value.

12) Director's Report – Update

Mr. Haen explained that last year the WDOT held a public meeting regarding installing remote bridge operating equipment in Green Bay. The DOT applied to the Coast Guard and approval was denied. As part of the Metropolitan Planning Organization responsibilities, the County Planning Department had a public hearing at the request of WDOT for US DOT funding. Mr. Haen provided public comment in this session. The Port provided written testimony neither in favor nor against the technology, but that sole authority rests with the US Coast Guard. Without US Coast Guard approval public money has been wasted. At this time, nowhere in the country is a commercial port operated with remote bridges. Commissioner Erickson suggested that if the PD&T minutes make it into the next County Board agenda the County Board has the opportunity to not approve their minutes and stop forward progress of remote bridges.

The Port of Green Bay was awarded \$4.1 million from the President's Budget for Dredging in 2017. This is \$1.6M more than expected.

Mr. Haen explained pilotage was discussed at great length at the Conference in Cleveland. Both sides of the issue are prepared to sue the Coast Guard.

The dedication signs have been ordered and a date will be set for a dedication ceremony in April or May.

Mr. Haen explained the Maritime Strategy from the Council of Great Lakes Governors. The Governors from the Great Lakes states and two Canadian Provinces Premiers put the document together. It is a broad document with little detail, but hold great promise, in that the states will become more involved in port-related economic development. Mr. Haen commends the document. The issue will be how to implement their suggestions.

Next week Mr. Haen will be in Washington D.C. speaking with our federal legislators about Cat Island and federal policy positions from AGLP. Commissioner Antonneau requested that Mr. Haen discuss with legislators the issue on exporting water from the Great Lakes. He also suggested that a statement should be put together regarding the Harbor Assistance Program (HAP). He added that a letter regarding the HAP should be signed by Mr. Haen, Commissioner Klimek, the County Executive, oversight committee Chairman Bernie Erickson, and County Board Chairman Patrick Moynihan. The following should be carbon copied: Senators Lasee, Cowles and Hansen and every assembly person in those three senate districts to be more proactive on this issue.

Commissioner Feldhausen added that the compact situation will continue to resurface as water in the west decreases. Commission Klimek added that discussions are happening regarding moving water by tank car to the west.

13) Audit of Bills – Request for Approval

A motion to approve the audit of bills was made by Ron Antonneau and seconded by Mike Vizer. Unanimously approved.

14) Tonnage Report – Request for Approval

A motion to approve the tonnage report was made by Tim Feldhausen and seconded by Ron Antonneau. Unanimously approved.

15) Such Other Matters as Authorized by Law

There are no other matters as authorized by law.

16) Adjourn

A motion to adjourn the Harbor Commission meeting at 11:43 am was made by Hank Wallace and seconded by Ron Antonneau. Unanimously approved.

Tom Klimek, President
Harbor Commission

Dean R. Haen, Director
Port & Resource Recovery Department

MINUTES
BROWN COUNTY PLANNING COMMISSION BOARD OF DIRECTORS
TRANSPORTATION SUBCOMMITTEE
Monday, March 7, 2016
Green Bay Metro Transportation Center
901 University Avenue
Green Bay, Wisconsin
10:00 a.m.

ROLL CALL:

(Voting)

Bill Balke (Vice-Chair)	<u>Exc.</u>	Doug Martin (Chair)	<u>x</u>
Craig Berndt	<u>x</u>	Tom Miller	<u> </u>
Dan Drewery	<u> </u>	Rebecca Nyberg	<u>x</u>
Geoff Farr	<u>x</u>	Eric Rakers	<u>x</u>
Steve Grenier	<u>x</u>	Brandon Robinson	<u>Exc.</u>
Ed Kazik	<u>x</u>	Nick Uitenbroek	<u>x</u>
Patty Kiewiz	<u>Exc.</u>	Vacant – Oneida Nation	<u> </u>
Tom Klimek	<u>x</u>		

(Non-voting)

Mary Forlenza (FHWA – Madison)	<u>x</u>
Matthew Schreiber (WisDOT – Madison)	<u>Exc.</u>
William Wheeler (FTA Region 5)	<u> </u>

Others Present: Lisa J. Conard, Cole Runge, and Sandy Carpenter (WisDOT). Also Andrew Sarnow, Kim Schanock, and Jeremy Wildenberg from the Green Bay Area Public School District.

ORDER OF BUSINESS:

D. Martin opened the meeting at 10:00 a.m.

Kim Schanock and Jeremy Wildenberg of the Green Bay Area Public Schools introduced themselves.

1. Approval of the September 14, 2015, Transportation Subcommittee meeting minutes.

A motion was made by T. Klimek seconded by C. Berndt, to approve the September 14, 2015, Transportation Subcommittee meeting minutes. Motion carried.

2. Recommendation to the BCPC Board of Directors regarding applications for 2016-2020 Transportation Alternatives Program (TAP) funding.

L. Conard reviewed the schedule and process for the Transportation Alternatives Program (TAP) as outlined in the staff report:

1. WisDOT announced this TAP funding opportunity on November 6, 2015 as part of an every-other-year solicitation process.
2. Immediately after WisDOT announced the TAP funding opportunity, MPO and WisDOT Northeast Region Office staff reached out to entities/communities encouraging the submittal of Pre-Scoping project applications. MPO and WisDOT staff also strongly encouraged TAP applicants to contact WisDOT Northeast Region Office staff to discuss their projects and make sure the projects meet WisDOT's TAP eligibility criteria.

3. Pre-Scoping applications were submitted to the WisDOT Northeast Region and MPO Offices by January 29, 2016.
4. Following the January 29 deadline, WisDOT Northeast Region staff reviewed each TAP application and determined each project's eligibility.

L. Conard provided an overview of the six urbanized area project applications that were received. The applications are summarized below.

Project Applicant	Project	WisDOT Determination
Green Bay Area Public Schools	Safe Routes to School Plan Preble Quadrant K-8 schools: 9 TAP request: \$72,000	Eligible
Green Bay Area Public Schools	Safe Routes to School Plan West Quadrant K-8 schools: 8 TAP request: \$64,000	Eligible
Green Bay Area Public Schools	Safe Routes to School Plan East Quadrant K-8 schools: 7 TAP request: \$56,000	Eligible
Green Bay Area Public Schools	Safe Routes to School Plan Southwest Quadrant K-8 schools: 7 TAP request: \$56,000	Eligible
Town of Ledgeview	Multi-Use Trail & Bike/Pedestrian Bridge on north side Ledgeview Road from Winding Waters Way to Creamery Rd Project includes design & construction Project is 0.4 miles in length TAP request: \$364,000	Not Eligible
Village of Hobart	Multi-Use Paths & Bike/Ped Bridge N Pine Tree - Sunbeam to Trout Creek & Trout Creek - Hidden to Riverdale Project includes design & construction Project segments equal 1.95 miles TAP request: \$674,000	Not Eligible

L. Conard noted that the two trail projects deemed not eligible by WisDOT Northeast Region staff were ineligible in part due to commencement issues.

L. Conard noted that the school district identified eligible K-8 schools not already included in a SRTS plan and placed them into four distinct groupings (Preble Quad, West Quad, East Quad, and Southwest Quad). The number of K-8 schools within each quad varies, as does the TAP dollar request for each quad.

Green Bay Area Public Schools - K-8 SRTS Plans

Preble Quad (1 of 4)		West Quad (2 of 4)	
Edison	Martin	Franklin	Elmore
Early Learning	Baird	Beaumont	Chappell
Eisenhower	Wequiock	Fort Howard	Lincoln
McAuliffe	Danz	Jefferson	Jackson
Red Smith			

East Quad (3 of 4)		Southwest Quad (4 of 4)	
Washington	Nicolet	Lombardi	King
Leonardo da Vinci	Howe	Early Learning	Keller
Aldo Leopold	Wilder	MacArthur	Tank
Sullivan		Kennedy	

L. Conard stated that MPO staff recommends the approval of the four eligible applications.

L. Conard explained how WisDOT manages the TAP.

WisDOT has identified a TAP funding capacity for the Green Bay Urbanized Area of \$1,064,000 for the years 2016-2019. The lone project approved by the BCPC Board of Directors during the previous TAP cycle, the *Webster Elementary Safe Routes to School Project*, is scheduled for construction in 2017 with a TAP funding amount of \$350,000.

Since the TAP funding for the Webster Elementary SRTS Project will not be spent until 2017, WisDOT will deduct this amount from the Green Bay Urbanized Area's 2016-2019 TAP allocation of \$1,064,000. This means that the available amount of TAP funding for the 2016-2019 period is \$714,000.

L. Conard stated that if the Transportation Subcommittee recommends and the Brown County Planning Commission Board of Directors approves the applications, a total of \$522,000 remains available for the next cycle. In addition, if the Allouez project concludes as scheduled in 2017, the \$350,000 will no longer be applied to our funding capacity, potentially enabling \$877,000 (\$522,000 + \$350,000) to be available for the next TAP funding cycle, assuming funding and program parameters remain constant.

S. Greiner asked about TAP project funding minimums and maximums.

C. Runge noted that the minimum project cost must be \$300,000 (\$240,000 TAP and \$60,000 local) for infrastructure projects and \$50,000 (\$40,000 TAP and \$10,000 local) for non-infrastructure projects.

C. Runge noted that the maximum would be the amount of TAP funding available for projects within the MPO area during this funding cycle.

S. Carpenter (Local Program Manager for WisDOT Northeast Region) recommends that any entity considering a project application for the next TAP funding cycle should meet with her to avoid potential commencement or other issues that could delay or eliminate a project. S. Carpenter stated that it may benefit an entity to complete the engineering work without TAP funds to allow the construction portion of the project to better fit the timing requirements of the program.

M. Forlenza agreed. M. Forlenza stated that if a project involves a rail crossing for example, a period of 18-months could easily be added to the project.

S. Carpenter stated that a team including herself, Derek Weyer (WisDOT), and WisDOT's management consultant reviewed the TAP applications and conducted site visits to determine if the applications addressed all of the necessary requirements, such as utility work, to complete the project. Each project application was also evaluated to determine if accurate cost estimates were included and if the project could meet the terms of the WisDOT commencement policy.

S. Greiner asked if the TAP mirrored the Surface Transportation Program – Urban (STP-U) in terms of process and expectations.

M. Forlenza and S. Carpenter confirmed that the TAP and STP-U processes and expectations are very similar.

E. Rakers asked if the Green Bay Area Public School District anticipates hiring a consultant to complete the proposed plans if awarded the TAP funding.

J. Wildenberg stated that the school district intends to issue a Request for Proposals for qualified consultants to complete the plans.

C. Runge stated that Green Bay Area Public School District staff contacted and met with MPO staff to discuss potential projects before this TAP application cycle began. School district staff also met with WisDOT staff well in advance of the TAP application deadline to discuss the district's projects and make sure they were eligible for funding.

R. Nyberg stated that she has experience working with communities developing and implementing SRTS plans. She encouraged the school district to work with Green Bay Metro, Village of Allouez, and other interested parties as part of the process.

J. Wildenberg stated that the school district has already reached out to school principals, parents, area school districts, the Oneida Tribe of Indians, and others and plans on forming a SRTS plan advisory committee that includes these individuals and entities.

A motion was made by E. Rakers, seconded by G. Farr, to recommend to the BCPC Board of Directors approval of the four Transportation Alternatives Program (TAP) applications submitted by the Green Bay Area Public School District. Motion carried.

L. Conard noted that the BCPC Board of Directors will consider the BCPC Transportation Subcommittee's recommendation on April 6, 2016. The meeting is scheduled for 6:30 p.m. at the Green Bay Metro Transportation Center, 901 University Avenue, Green Bay.

3. Any other matters.

C. Runge stated that the Federal Highway Administration (FHWA) and WisDOT are in the process of updating the National Highway System (NHS) route map. NHS roads are typically heavily used-high priority routes.

C. Runge stated that he plans to send a map of the Green Bay Urbanized Area's proposed NHS system to the Transportation Subcommittee members early this week, and he will request that the members review the map and provide comments to MPO staff. C. Runge stated that MPO staff intends to present these comments and an approval recommendation to the Brown County Planning Commission Board of Directors on April 6, 2016.

M. Forlenza confirmed that FHWA is in the process of updating the NHS as a result of the new transportation law, the Fixing America's Surface Transportation (FAST) Act.

D. Weyer stated that he has reviewed the current and proposed NHS routes and believes that only minor adjustments will need to be made.

C. Runge asked if a planned street or highway can be added to the NHS.

M. Forlenza and D. Weyer agreed that a planned street or highway can be added to the NHS if construction will occur within four years after the street or highway is officially added to the NHS.

C. Runge asked if a street or highway that will be constructed in phases can be added to the NHS if only the first phase will be built within four years of the street or highway being officially added to the NHS.

M. Forlenza stated that she will research this question to determine if this is possible.

C. Runge asked if a street or highway can be added to the NHS after the NHS routes are established by FHWA.

M. Forlenza stated that this can occur.

G. Farr asked about funding for NHS routes.

M. Forlenza confirmed that the National Highway Performance Program (NHPP) as well as STP-U (now Surface Transportation Block Grant) could be used to fund projects on NHS routes.

M. Forlenza stated that WisDOT is currently updating its freight plan as required by federal law. WisDOT hopes to have the plan approved by December of 2016 in advance of the 2018 deadline. As part of the process, WisDOT plans to engage in a number of outreach opportunities this summer.

4. Adjourn.

D. Martin adjourned the meeting at 10:32 a.m.

**Rural Specialized Transportation Needs Study
Advisory Committee Meeting #1
Brown County ADRC Wellness Room
Thursday, April 21, 2016
9:00 a.m.**

DRAFT MINUTES

Present: Christel Giesen, Devon Christianson, Kitty Carrie, Debbie Mercier, Joyce Hoes, Larry Puzen, Lois Trad, Marvin Rucker, Terry Gajeski, Tina Whetung, Lisa Conard, and Aaron Schuette.

Christel Giesen welcomed attendees.

Introductions were given.

Aaron Schuette presented information via PowerPoint.

Aaron Schuette explained the scope of the study as follows:

Brown County Rural Specialized Transportation Needs Study in 2016

Introduction

The specialized transportation service that has been provided to seniors and people with disabilities by the Lakeland Chapter of the American Red Cross for many years was formally transferred to N.E.W. Curative Rehabilitation, Inc. on July 1, 2015. As discussions about this transfer were occurring, representatives of the Aging and Disability Resource Center of Brown County (ADRC) expressed a desire to extend the specialized transportation service farther into the rural portion of the county in January of 2017.

The discussion participants agreed that there are many seniors and people with disabilities in rural Brown County who would benefit from the extended transportation service because they currently have few or no transportation options. However, the participants also agreed that it is important to identify where these unmet transportation needs exist before extending the service. This will enable N.E.W. Curative to allocate its limited financial, human, and capital resources in a way that maximizes the number of seniors and people with disabilities in the rural area who have access to the specialized transportation service.

Study Description

To identify unmet needs for specialized transportation service in the county's rural area, the Brown County Planning Commission (BCPC) proposes to develop a Rural Specialized Transportation Needs Study for the ADRC and N.E.W. Curative in 2016.

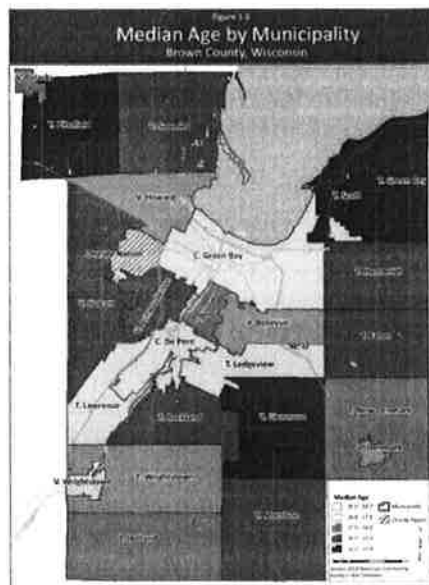
The study development process will include the following components:

- Data collection and mapping.

- Stakeholder interviews.
- Public outreach meetings.
- Analysis of the information obtained from the data collection efforts, stakeholder interviews, and public outreach meetings.

Development of a report that identifies where needs currently exist for rural specialized transportation service and where these needs are expected

Aaron Schuette presented population information provided by the US Census and Wisconsin Department of Administration (DOA). Data and projections show that Brown County is growing, particularly in communities that are closest to the urban area core. In addition, the number of seniors as a percent of the population is expected to grow. Historical growth, projected growth rates, numeric change, age cohorts, median age, life expectancy were presented and discussed.



Aaron Schuette provided an overview of what is considered urban and rural Brown County.

Aaron Schuette stated he would like to conduct a number of one-on-one transportation stakeholder interviews and asked the committee member to provide him with names of individuals who have direct knowledge of issues.

The next committee meeting was set for:

**Rural Specialized Transportation Needs Study
Advisory Committee Meeting #2
Tuesday, June 7th, 2016
9:00 a.m.
ADRC**



12c

**BROWN COUNTY
BOARD OF SUPERVISORS
COURT HOUSE
GREEN BAY, WISCONSIN**

BROWN COUNTY BOARD OF SUPERVISORS

Meeting Date: 5-18-16

Agenda No. : PD+T

Motion from the Floor

I make the following motion: Have The Highway Committee
Review the Work Weeks, Overtime Pay and Holiday
Pay for Highway Department Employees

Signed: Mark Oetting

District No.: 13

(Please deliver to the County Clerk after the motion is made for recording into the minutes.)



**AMERICAN
GREAT LAKES PORTS
ASSOCIATION**

AMERICAN GREAT LAKES PORTS ASSOCIATION

2016 POLICY AGENDA

Harbor Maintenance Funding - Hit the Target

The Harbor Maintenance Tax is a fee collected from users of the maritime transportation system in order to fund the Army Corps of Engineers' operation and maintenance activities. In the Great Lakes, these activities include regular dredging of harbors, maintenance of breakwaters, and operation of the Soo Locks. Despite the fact that adequate revenue is being collected (approximately \$1.8 billion annually), Congress has restricted spending on harbor maintenance due to budgetary constraints. The result is crumbling infrastructure and harbors choked with sand and silt. In the Great Lakes region there is a \$200 million dredging backlog. Breakwaters need \$250 million in repairs, and the Soo Locks require \$115.5 million in upgrades.

The Water Resources Reform and Development Act (WRRDA) called for full use of harbor maintenance tax revenue and laid out incrementally larger spending targets between FY2015-25. The target for FY2017 is 71 percent of the estimated amount of Harbor Maintenance Tax revenue received by the federal government in FY2016.

Congress should provide at least \$1.25 billion in the FY2017 Energy and Water Development Appropriations Bill to fund the Corps of Engineers' operation and maintenance activities.

Marine Infrastructure Renewal

Soo Lock Rehabilitation

Owned and operated by the Army Corps of Engineers, the lock complex at Sault Ste Marie, Michigan ("Soo Locks") enables ships to navigate the St. Marys River, which connects Lake Superior and Lake Huron. Through this critical infrastructure, Great Lakes commercial vessels carry iron ore and other raw materials that feed the nation's steel industry, agricultural products destined for export markets, and low sulfur coal fueling the region's electric utilities.

Unfortunately, the lock infrastructure is old and in need of repair and replacement. The two operating locks at Sault Ste Marie were constructed in 1948 and 1968. In 2007, the Corps of Engineers began a multi-year Asset Renewal Program to rehabilitate and modernize the Soo Locks' infrastructure at a total cost of \$105 million. The goal of this program is to improve the efficiency of lock operations and reduce the risk of lock failure and possible vessel delays.

The FY2017 budget provides \$5.9 million to rehabilitate Soo Lock infrastructure - a shortfall of \$8.25 million compared to the amount needed. Congress should provide adequate funds in the Fiscal Year 2017 Energy and Water Development Appropriations Bill to ensure continuation of the Soo Lock Asset Renewal Program.

Seaway Lock Rehabilitation

The Water Resources Development Act of 2007 authorized the Secretary of Transportation to spend up to \$134 million to repair and rehabilitate the Eisenhower and Snell Locks on the St. Lawrence River in upstate New York. In response, the Saint Lawrence Seaway Development Corporation (SLSDC) initiated a 10-year asset renewal program to rehabilitate the Seaway's lock infrastructure and other capital assets. Originally constructed in 1959, the Seaway connects the Great Lakes to the Atlantic Ocean and provides Great Lakes states with access to world trade. Congress should approve the Administration's FY2017 budget request of \$36 million for the SLSDC, which includes \$17.4 million to continue the asset renewal program.

Great Lakes Breakwater Reconstruction

Throughout the Great Lakes region, commercial harbors and municipal waterfronts are protected from excessive wave action by breakwater structures. These structures are maintained by the Army Corps of Engineers. Due to inadequate budgetary resources, many of these structures have fallen into disrepair, threatening commercial navigation, recreational boating, and waterfront property. Congress should provide funds in the Fiscal Year 2017 Energy and Water Development Appropriations Bill (Army Corps of Engineers Operation and Maintenance Budget) for breakwater repair and rehabilitation, particularly in the following critical locations:

- Milwaukee, WI
- Chicago, IL
- Burns Harbor, IN
- Rochester, NY
- Oswego, NY
- Buffalo, NY
- Huron, OH
- Ludington, MI
- Muskegon, MI

Short Sea Shipping

Throughout the United States, road and rail congestion threaten the flow of commerce and economic growth. To address congestion, transportation planners are examining how local waterways can play an increased role in accommodating the movement of freight. The Great Lakes navigation system provides our region with a cost effective, waterborne transportation alternative. An impediment to the development of short-distance marine transportation services (short sea shipping) is the U.S. Harbor Maintenance Tax, which is only assessed on cargo if it moves by water.

Congress should enact legislation exempting the movement of non-bulk cargo from the U.S. Harbor Maintenance Tax as a means of encouraging the movement of freight from congested surface transportation systems to marine alternatives.

Aquatic Nuisance Species / Ballast Water Regulations

The problem of aquatic nuisance species has plagued the Great Lakes region for more than 20 years. There are a number of vectors by which non-native species enter the Great Lakes, including the ballast water of ocean-going vessels. In response to this problem, the U.S. Coast Guard, the U.S. Environmental Protection Agency, and most every Great Lakes state have established ballast water discharge regulations. While these rules will help protect the Great Lakes, the regulatory landscape is chaotic and threatens to impede commerce with inconsistent rules. Congress should enact H.R. 980 / S. 373, legislation to create consistent national standards for the regulation of ships' ballast water and other vessel discharges and to establish clear and exclusive federal jurisdiction over ballast water regulation.

Chicago Area Waterway System

Constructed between 1887-1922, the Chicago Area Waterway System (CAWS) provides a connection between the inland river navigation system and the Great Lakes, facilitating the movement of commercial maritime commerce and recreational boating. The waterway also serves an important role in the sanitation and flood control system serving Chicago and Northwest Indiana.

In an effort to control the migration of non-native Asian Carp and other aquatic nuisance species, some have proposed physical separation of the waterway. AGLPA opposes closure of navigable waterways in the Great Lakes region. Physical separation will result in the disruption of commerce to the Port of Milwaukee, Port of Burns Harbor, Port of Indiana Harbor, and Port of Chicago, with negative impact on thousands of jobs.

AGLPA supports efforts to prevent migration of non-native Asian Carp and other aquatic nuisance species between the Great Lakes and Mississippi River basins, while at the same time protecting the vital role of maritime commerce. AGLPA urges the federal government to continue to pursue a comprehensive approach to this problem, including: operation and maintenance of electronic barriers in the canal near Lockport, Illinois; monitoring and sampling of fish populations; studying chemical and biological controls; designing and deploying barriers along the 18 other pathways identified by the federal government; and coordination with the Government of Canada to police illegal transport of Asian Carp in the aquaculture industry.

Seaway Navigation Season

The opening and closing dates of the St. Lawrence Seaway vary from year to year due to weather conditions and the demands of commerce. The system's locks have opened as early as March 20 and as late as March 31. The closing date has ranged from December 24 to December 31. In an effort to enhance the reliability of the shipping system, attract new cargoes and foster employment in the maritime sector, the United States and Canada should harmonize the Seaway's opening and closing dates with those of the Soo Locks in northern Michigan. Doing so would establish a fixed navigation season for the entire Great Lakes navigation system from March 25th - January 15th.

Great Lakes Restoration Initiative

The Great Lakes include 20 percent of the world's surface freshwater and host a diverse ecosystem of aquatic and terrestrial life. Launched in 2010, the Great Lakes Restoration Initiative (GLRI) was created to restore and maintain the chemical, physical and biological integrity of the Great Lakes Basin ecosystem. The GLRI seeks to replace earlier piecemeal approaches to ecosystem restoration with a single comprehensive program. The Environmental Protection Agency (EPA) leads and administers the restoration initiative and partners with multiple federal agencies to carry out restoration projects. These projects include several that benefit the maritime industry. For example, GLRI funding supports ongoing work at the Great Ships Initiative, the world's only fresh water ballast treatment technology test center. GLRI funds are also being used to implement beneficial reuse projects for dredge material disposal.

Since 2010, Congress has appropriated \$2.2 billion to support the program's initiatives throughout the Great Lakes region. The FY2017 budget request includes \$250 million, a \$50 million cut from last year's level. As stakeholders in a healthy, productive ecosystem, Great Lakes ports support the GLRI program and urge Congress to include \$300 million in the EPA's FY2017 budget.

State Assistance for Port Infrastructure

Great Lakes Seaway shipping supports 128,000 jobs in the eight Great Lakes states. This fact demonstrates that ports are important economic drivers. While our states invest heavily in highways, rail, airports and other transportation infrastructure, they largely ignore their ports. Of the eight Great Lakes states, only two (Minnesota & Wisconsin) have a state port assistance program. As a contrast,

the State of Florida is investing heavily in ports as an economic development strategy. Between 2011-2014, Florida invested \$642 million in port infrastructure. Illinois ports handle more waterborne commerce than Florida ports, yet the state has no focus on ports. With more than 20 federally authorized commercial harbors, and twice the shoreline of Florida, the State of Michigan largely ignores its ports and has failed to strategically leverage these assets to grow its economy. The same can be said for Ohio.

In late 2015, a regional maritime strategy released by the Conference of Great Lakes Governors and Premiers called for port investment by states. Great Lakes states should follow-up on that recommendation and enact harbor assistance programs similar to those in Wisconsin and Minnesota.

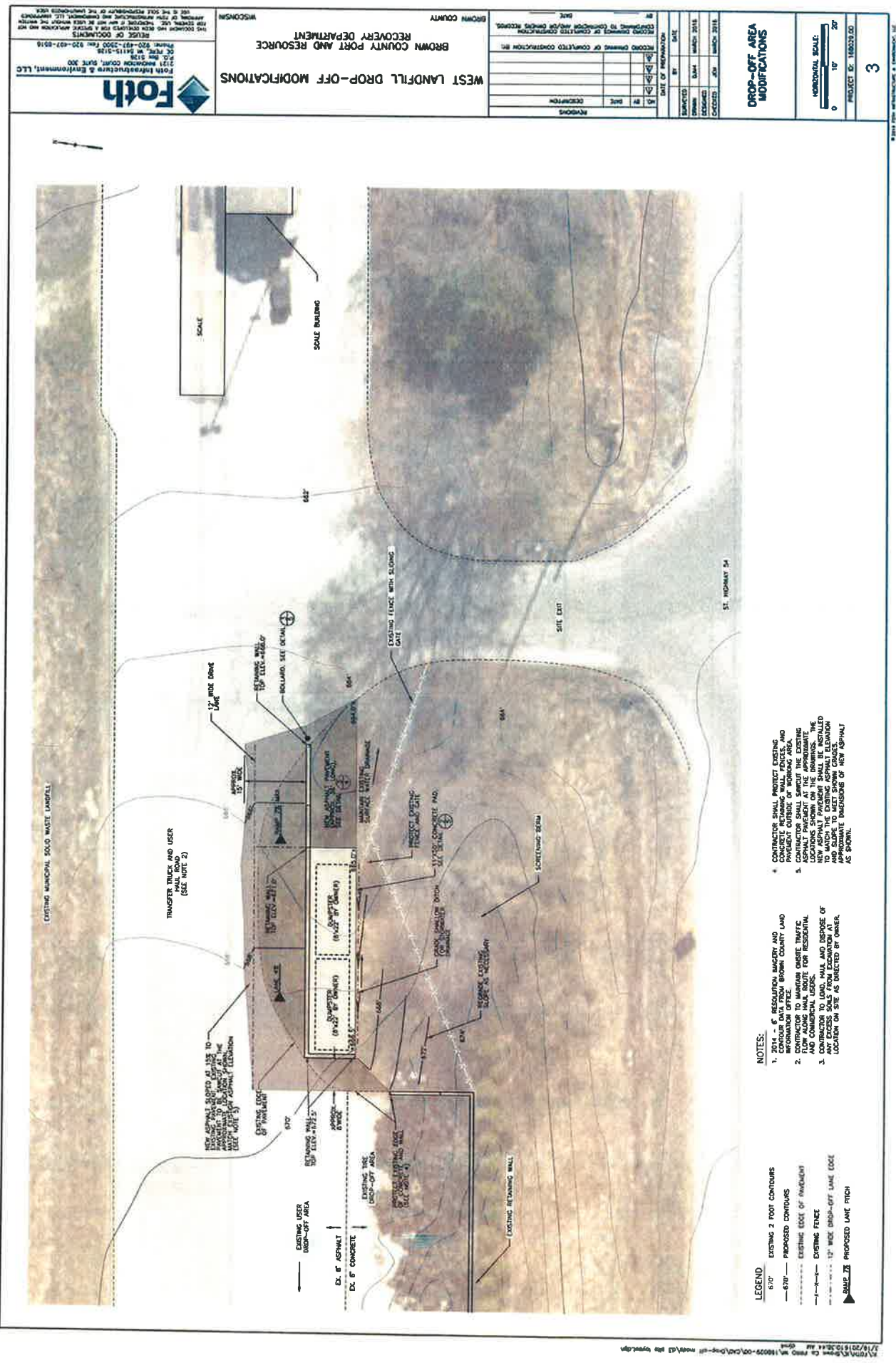


Tabulation Record / Intent to Award Documentation

305 E. Walnut Street, Green Bay, WI 54305 ☎ Phone: (920) 448-4040 ☎ Fax: (920) 440-4036 ☎
 ☎ Web: www.co.brown.wi.us ☎

Project Number: 2056			
Project Name: Residential Waste Drop-off Site at Transfer Station			
Type of Project (RFB, RFP, RFQ): RFB			
Purchasing Representative: Dale DeNamur			
Due Date: April 6, 2016	11:00 AM	Location:	Brown County Clerk's Office
Opening Date: April 6, 2016	11:00 AM	Location:	Northern Building, 2nd Floor, Room 201

	CONTRACTOR	CITY, STATE	BASE BID		Addenda Acknowledged?				Intent To Award
					ADD 1 - Revised Specs & Dwgs	ADD 2 - Site Visit List	ADD 3 - Q&A, Revised Dwg & Updated Cost Sheet	ADD 4 - Additional Specs	
1	MCC, Inc.	Appleton, WI	\$ 76,490.70	See below note	Yes	Yes	No	No	
2	RJM Construction, LLC	Black Creek, WI	\$ 78,000.00		Yes	Yes	Yes	Yes	
3	Blue Sky Contractors, LLC	Appleton, WI	\$ 66,345.00		Yes	Yes	Yes	Yes	X
4	O'Shea Construction	Plymouth, WI	\$ 63,400.00	See below note	No	No	No	No	
Note: Both MCC & O'Shea are being eliminated from consideration due to lack of not acknowledging all or some of the issued addendums which could have an effect on bid cost									



- LEGEND**
- 670' EXISTING 2 FOOT CONTOURS
 - 670' PROPOSED CONTOURS
 - EXISTING EDGE OF PAVEMENT
 - EXISTING FENCE
 - 12" WIDE DRAIN-OFF LAKE EDGE
 - PROPOSED LAKE PITCH

- NOTES:**
- 2014 - 6" RESOLUTION IMAGERY AND CONTOUR DATA FROM BROWN COUNTY LAND DEPARTMENT.
 - CONTRACTOR TO MAINTAIN ORBIT TRAFFIC FLOW ALONG INLET ROUTE FOR RESIDENTIAL TRAFFIC.
 - CONTRACTOR TO LAND, HAIL AND DISPOSE OF ANY EXCESS SOILS FROM EXCAVATION AT LOCATION ON SITE AS DIRECTED BY OWNER.

- CONTRACTOR SHALL PROTECT EXISTING CONCRETE RETAINING WALL, FENCES, AND EXISTING UTILITIES.
- CONTRACTOR SHALL SMOOTH THE EXISTING ASPHALT PAVEMENT AT THE APPROXIMATE 12" WIDE DRAIN-OFF LAKE EDGE TO MATCH THE EXISTING ASPHALT ELEVATION.
- APPROXIMATE DIMENSIONS OF NEW ASPHALT AS SHOWN.

DROP-OFF AREA MODIFICATIONS

HORIZONTAL SCALE:

0	10'	20'
---	-----	-----

PROJECT ID: 180029.00

3

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	03/20/2018
2	REVISIONS	
3		
4		
5		
6		
7		
8		
9		
10		

BROWN COUNTY PORT AND RESOURCE

WEST LANDFILL DROP-OFF MODIFICATIONS

BROWN COUNTY

WISCONSIN

Foth Infrastructure & Environment, LLC

1717 WISCONSIN COURT, SUITE 300
FISH KILL, WI 53128
PHONE: 920-497-2000 FAX: 920-497-8016

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LEGAL NOTICE

Brown County is accepting bids for a residential waste drop-off site at the Transfer Station located in Oneida, WI. A non-mandatory site visit is scheduled for 9:00am CDT on Thursday, March 31, 2016. Specifications are available on-line at: www.co.brown.wi.us, Departments > Purchasing > Open Projects > Project 2056 and Onvia DemandStar at: http://onviacenter.com/content/demandstar_subscriptions.

All vendors are responsible for addendums. No notification will be provided when addendums are published to these websites. Bids are to be sent to the Brown County Clerk no later than 11:00 am CDT on Wednesday, April 6, 2016.

Submit in a sealed envelope marked "Project 2056". A public bid opening will be conducted immediately following the deadline in the Northern Building, Room 201 located on the second floor. Brown County reserves the right to accept or reject any or all bids and to waive any informality in bids. Late receipts, e-mails and facsimiles will not be accepted.

Contact the Purchasing Office at 920-448-4040 if assistance is required.

Published by Authority of
Port & Resource Recovery
By Sandy Juno
Brown County Clerk

Request for Bid (RFB)
(Public Works over \$25,000)
For

Brown County

**Residential Waste Drop-off Site at Transfer
Station**

Project # 2056



***Published Date:* March 21, 2016**

***Response Deadline:* April 6, 2016 11:00 AM CDT**

To:

Brown County Clerk

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RFB PROJECT DETAILS

1. General

It is the intent of Brown County to contract with a contractor/vendor, hereafter referred to as the "Contractor" to construct a residential waste drop-off site at the Transfer Station located at 3734 W. Mason St., Oneida, WI 54155. All contractors are responsible for any addendums issued for this project. When an open project is posted on the Onvia website, Addendum notifications will automatically be sent if potential vendors are registered on the Onvia website. No notification will be sent when addendums are published to the Brown County website.

2. RFB Tentative Project Timeline

	Date	Time (CDT)
RFB Published	March 21, 2016	
RFB Public Notice Advertised	March 21 st & 28 th , 2016	
RFB Non-Mandatory Site Visit	March 31, 2016	9:00 AM
RFB Questions Due	April 1, 2016	3:00 PM
RFB Questions & Answers Published	April 4, 2016	3:00 PM
RFB Responses Due from Vendors	April 6, 2016	11:00 AM
Solid Waste Board Pre-Approval to Contract	April 18, 2016	
Planning, Development & Transportation Committee Pre-Approval to Contract	April 25, 2016	
County Board Approval to Contract	May 18, 2016	
Send out Thank You & Intent to Award Letters by	May 20, 2016	
Complete Contract Signing by	May 31, 2016	

The completion date of work will be determined with the awarded contractor.

3. RFB Non-Mandatory Site Visit: March 31, 2016 at 9:00am

Site visits are mandatory based on the date & time listed in the Tentative Project Time Line above	
Contractors meet:	At Transfer Station Scale
Site Visit conducted by:	Chad Doverspike
Site Visit contact phone number for questions:	920-492-4955

4. RFB Questions Due: April 1, 2016 by 3:00pm

Questions-All questions related to this RFB must be in writing and received by the Brown County Purchasing Department, no later than the due date.

- Questions can be delivered via e-mail to: bc_administration_purchasing@co.brown.wi.us
- Questions MUST be clearly marked in the subject line: "Questions for Project # 2056"

MAILED, PHONE CALL AND FAXED QUESTIONS WILL NOT BE ACCEPTED

5. RFB Questions & Answers Published Date: April 4, 2016 by 3:00pm

Answers - If any questions are received; answers to all written questions will be issued in the form of an addendum.

- Answers will be published on the Brown County website at: www.co.brown.wi.us > Departments > Purchasing > Open Projects
- AND on the Demand Star Onvia website at: http://onviacenter.com/content/demandstar_subscriptions

It is the responsibility of all interested vendors to access the web site(s) for project information. Calls for assistance with the web site can be made to (920) 448-4040.

6. **RFB Due Date & Delivery Address Details: April 6, 2016 by 11:00am**

Responses are due to Brown County Clerk no later than the Due Date.

Prospective vendors can submit Project Information by DHL, FedEx, Hand Delivery, Mail, UPS, USPS, etc.

Hard copy project information:

- Must be in Sealed envelope
- Must be clearly marked with perspective project #2056 on the outside of the sealed envelope in the lower left hand corner
- Must be received, dated & time stamped by the due date

Project Requirements:

- No fax or email bid accepted
- No bid may be withdrawn for ninety (90) days
- Pricing is to remain firm for a minimum of ninety (90) days

Public Bid Opening will be conducted immediately following the deadline at the Northern Building in Room 201.

Delivery Address for DHL, FedEx, Hand
Delivery, Mail, UPS, USPS, etc.

**Brown County Clerk
Project 2056
305 E. Walnut St. Room 120
Green Bay, WI 54301**

Note: It shall be the responsibility of the sender to ensure bids arrive by the required due date and time. Any information received after the due date and time will be rejected. When hand delivering project; prospective vendors are encouraged to verify the time on the atomic clock as this is the official time used for the receiving of all information. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored.

Please make sure the outside package is clearly labeled with the project number and description of the project when mailing bids via a 3rd party delivery service. This ensures the bid can be applied to the appropriate project.

7. **RFB Selection Criteria**

Selection will be based on qualified, responsible and responsive bidder with lowest price.

8. **Award Notification**

Intent to Award or Thank You letters will be sent via email to all vendors submitting responses.

9. **RFB Format & Submission Requirement**

Any deviation from these requirements may result in the quotation being considered non-responsive, thus eliminating the vendor from consideration. The quotation shall include the following attachments:

- **INCLUDE BID COST FORM (SEE ATTACHMENT B)**
- **ADDENDUM (SEE ATTACHMENT C)**

If Addendums exist for this project, please sign and date the attachment and provide with your Bid.

10. **Performance or Applicable Payment Bonds**

Bonds are not required for this project.

Bid Bonds in the amount of 5% are required for any projects over \$50,000. Bid bonds can be in the form of a bid bond, certified check or cashier's check for projects from \$50,000 - \$100,000. Bid bonds for any projects over \$100,000 need to be submitted as a **bid bond only**.

Failure to submit a bid bond, when required, will result in the automatic rejection of the bid.

Performance/Payment bonds are required for any projects over \$50,000 and need to be for the total amount of the project.

11. RFB Method of Payment

One of two methods:

1. For projects that are to be completed within 60 days: Payment is net 30 days from completion and approval of project.
2. For all other projects: Partial payment may be made. The retainage shall be an amount equal to not more than 5% of the cost until 50% of the work has been completed. At 50% completion, no additional amounts shall be retained and partial payments shall be made in full to the contractor unless the architect or engineer certifies that the job is not proceeding satisfactorily. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the contractor.

If milestone payments are appropriate they will be defined in the contract. Payment terms: Payments may apply as noted in Wisconsin Statute 66.0135. Vendors are strongly encouraged to accept P-Card payments.

12. Financial Verification

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (i.e. Wisconsin Circuit Court Access, UCC) prior to contract award. Brown County reserves the right to reject RFBs/RFQs/RFPs based on information obtained through these background checks if it's deemed to be in the best interest of the County.

13. Other

1. **Guarantees & Warranties:** Guarantees and warranties on workmanship and materials shall be started in your bid.
2. **Cancelled Project Records:** Brown County reserves the right to not disclose records of cancelled project to ensure open and fair competition of future solicitations.
3. **Laws:** All work shall conform to all applicable industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
4. **License:** Contractors performing work are required to have a Contractor's License for the state for which the work is to be done. All Licenses for any contractors must be current on the day of bidding and throughout the length of the project.
5. **Measurements:** Contractors are responsible for all measurements.
6. **Permits:** Contractor shall be responsible for securing all permits and underground utility locates.
7. **Project Manager:** Vendor shall provide a Project Manager who will act as a single point of contact for Brown County.
8. **Rebate Incentives:** All Contractors must indicate in their bid if they intend to apply for any rebate incentives from Focus on Energy related to this project.
9. **Rejection of Bids:** Brown County reserves the right to accept or reject any or all bids and to waive any informality in bids.
10. **Site Protection / Cleanup:** Contractor is responsible for the proper handling of materials to include discard of debris and keeping the work site clean. Any cutting of sidewalks or parking areas must be patched accordingly. Contractor is responsible for restoring any ground or landscaping disruption due to construction of this project.
11. **Taxes:** Brown County and its departments are exempt from payment of all federal, Wisconsin and local taxes on its purchases except Wisconsin excise taxes.
12. **Unfair Advantage:** The County prohibits vendors, who have been awarded a contract and provided drawing specifications, from being able to bid on future construction projects related to those drawings to avoid a potential unfair advantage per Wis Stat sec. 62.15 & 61.55 design/build process.

14. RFB Attachments

- A. **RFB Scope of Work, Specifications / Drawings:** Contractor must adhere to specifications/drawings for this project.
- B. **RFB Cost Sheet**
- C. **RFB Addendum Acknowledgement:** Brown County reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by the Contractor and the County.
- D. **RFB Appeals**
- E. **Contract Insurance Requirements**
- F. **Standard Contract for Service Template:** Contractors submitting bids must review the Standard Contract document. Sections that may be of concern must be identified and an explanation for the objection must be provided with bid

submission. If no objections are raised it shall be expected that the contractor agrees to the terms and conditions as stated.

ATTACHMENT A: RFB SCOPE OF WORK, SPECIFICATIONS / DRAWINGS

SEE ATTACHMENT 1 FOR SPECIFICATIONS POSTED ON WEBSITE

SEE ATTACHMENT 2 FOR DRAWINGS POSTED ON WEBSITE

ATTACHMENT B: RFB COST SHEET*(Use of this form is required when submitting your documents; do not submit copy of project details with your submission)***Vendor Information**

COMPANY PHYSICAL LOCATION INFORMATION					
Legal Name:					
Address:					
City:		State:		Zip:	
Phone:		Fax:			
Federal ID #:		Website:			
COMPANY REMIT INFORMATION <i>(where to send invoice, if different than above)</i>					
Billing Name:					
<i>Name to print on check, if different than above</i>					
Address:					
City:		State:		Zip:	
Accounts Payable Contact:		Phone:			
Accounts Payable Email:		Payment Terms:			
CONTACT INFORMATION / PRIMARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU					
Primary Name:			Title:		
Email:					
CONTACT INFORMATION / SECONDARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU					
Secondary Name:			Title:		
Email:					
CONTACT INFORMATION / PROJECT MANAGER					
Project Manager Name:			Title:		
Phone:			Fax:		
Email:					
CONTACT INFORMATION / PERSON AUTHORIZED TO SIGN CONTRACT					
Contract Signer Name:			Title:		
Phone:			Fax:		
Email:					

Does your Company accept MasterCard Credit Card for payment? YES NO (Circle one)

Comments:	
-----------	--

Does your Company accept the Brown County Standard Contract? YES NO (Circle one)

Comments:	
-----------	--

RFB Pricing

BASE BID:

Provide costs for all labor, materials and equipment to complete the project in strict accordance to the Specifications and/or Drawings.

FOR THE SUM OF

Dollars (\$ _____)

**All pricing is to be inclusive of all costs including travel and meals.*

ATTACHMENT C: RFB ADDENDUM ACKNOWLEDGEMENT*(If Addendums exist for this project, please sign and date and send with your bid)*

The undersigned acknowledges receipt of the following addenda by checking the box(es) below:

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

Additional Addenda should be written here:

I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County. Attached is my list of subcontractors along with their respective trades-if applicable.

The Undersigned agrees to the above statement:

Printed Name:

Signature:

Date:

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, published on our web site at www.co.brown.wi.us, for this project prior to the due date. No notification will be sent when addendums are published unless there is an addendum within three business days of RFB/RFP/RFQ due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified by Brown County of all addendums issued within 3 business days prior to due date. If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

ATTACHMENT D: RFB APPEALS

(This appeals attachment is for your information only, there is no need to sign or mail it back.)

To: Vendors

RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on a RFB, RFP or RFQ

Appeals may be submitted for the following purchases:

1. the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
2. the item price or proceeds is \$5000 or more or the total order is \$10,000 or more, and
3. vendor selection was based on factual errors, or
4. the lowest price or highest proceeds vendor was not selected for RFQ or RFB, or
5. failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 3 business days from the receipt of the rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee shall be final. Appeals Committee consists of three people: The Chairman of both the Executive and Administration Committees and the Internal Auditor.

Submit To:	Brown County Internal Auditor 305 E. Walnut St. Rm 102 Green Bay, WI 54301

ATTACHMENT E: CONTRACT INSURANCE REQUIREMENTS

*(Potential vendors are required to meet the following insurance requirements in order to be awarded a contract.
There is no need to sign or mail it back.)*

Awarded vendor is required to provide a certificate of insurance within three (3) business days of receiving the 'Intent to Award' notice. Certificates are required to be valid and provided annually to Brown County Administration, 305 E. Walnut Street, Green Bay, WI 54301 or EM at BC_administration_purchasing@co.brown.wi.us throughout the contract term.

1. Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

2. Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

Comprehensive General Liability (Occurrence Form)

Products and Completed Operations
Personal Injury and Advertising Liability
Independent Contractors / Protective

Limits of Insurance	\$1,000,000 per occurrence
	\$1,000,000 aggregate

Business Automobile Liability : Covering all owned, hired, and non-owned vehicles

Limits of Insurance	\$1,000,000 per occurrence for bodily injury and property damage
---------------------	--

Excess / Umbrella Liability

Limits of Insurance	\$1,000,000 per occurrence
---------------------	----------------------------

Worker's Compensation Insurance and Employers Liability

State Statutory Workers' Compensation Limits	
Employer Liability	\$100,000 each accident

3. **Additional Insured**

The Outside Contractor agrees that all liability policies other than professional liability shall name Brown County as additional insured with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

4. **Adjustment to Insurance Coverage**

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

5. **Subcontractor**

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

6. **Waiver of Subrogation**

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

7. **Certificate of Insurance**

The Certificate of Insurance must include:

1. **Additional Insured:** Named as Brown County
2. **Cancellation:** Shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County to include non-renewal, or material change in coverage.
3. **Project Information:** Shall include reference to the contract name and / or RFB number in the description section of the certificate.
4. **Receipt of Certificate:** A valid Certificate shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions.
5. **Signature(s):** Shall be issued by companies licensed to do business in the State of Wisconsin or signed by an agent of the State of Wisconsin. Certificates must also bear the signature of the insurer's authorized representative.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract, to the below listed department and address.

Brown County Department of Administration
305 E Walnut Street
Green Bay, WI 54305-23600

8. **Questions**

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

ATTACHMENT F: NON-PROFESSIONAL STANDARD CONTRACT TEMPLATE

(This document is provided as a template to potential vendors as a requirement that this document is to be used to contract with the awarded vendor. There is no need to sign or mail it back at this time.)



BROWN COUNTY NON-PROFESSIONAL STANDARD CONTRACT

Scope of Services is attached to this contract.

Project #:	2056
Service Description:	Residential Waste Drop-off at Transfer Station
Time of Performance:	Completion by Date:
Total Amount of Contract:	Maximum Compensation not to Exceed: \$00

The parties to this CONTRACT are **Vendor Name**. (Hereinafter referred to as the "CONTRACTOR"), and Brown County of the State of Wisconsin (hereinafter referred to as the "COUNTY").

Please mail all invoices to the below address and reference Project number and/or Purchase Order number:

**Performance, schedules and invoices will be
approved by the following Brown County** Chad Doverspike / Project Manager
Contact:

Brown County Department: Port & Resource Recovery

Address: 2561 S. Broadway St.

City, State Zip: Green Bay, WI 54304

Phone: (920) 662-2153

Email: doverspike_cc@co.brown.wi.us

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) has been notified in writing to commence the Performance of Services, or (b) has received from the COUNTY an original of the Contract that is complete and fully executed.

In reliance on the CONTRACTOR'S representations as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this Contract, the COUNTY agrees to engage the CONTRACTOR as an independent contractor and not as an employee of the COUNTY to perform those services, all in accordance with the terms and conditions of this Contract.

1. REQUIREMENTS: The CONTRACTOR is required to:

- A. Do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract.
- B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. Comply with time schedules and payment terms.

2. SCOPE OF SERVICES: CONTRACTOR and its subcontractors agree to fulfill all obligations described in the County's Project, along with any addenda. Reference the Brown County project for project details, to include project specifications and attachments.

The contract amount includes all services, deliverables, and reimbursable expenses. Additional reimbursable fees will not be accepted without proper approval and change order submission.

3. SPECIFIC CONDITIONS OF PAYMENT: Payment is due after completion and acceptance of the project by Brown County. Payment will be made within thirty (30) days after receipt of a properly documented invoice to the address below:

Payment Terms:	Net 30
Check Payable To:	
Invoice Mailing Address:	
City, State Zip	
Invoice Email Address:	
Invoice Phone Number:	
Federal Tax ID#:	

Payments are to be released in accordance in accordance to any applicable schedules and only if project completion is satisfactory.

4. REPORTS:

- A. The CONTRACTOR agrees to timely submission of reports as may be required by the COUNTY.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY, which shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY.
- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

5. TIME OF PERFORMANCE: The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed as required, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any necessary amendments to this CONTRACT.**6. CONDITIONS OF PERFORMANCE AND COMPENSATION:**

- A. **Performance** - The CONTRACTOR agrees that its work shall be completed in a workmanlike manner and shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services in a similar locality.

- B. Place of Performance** – The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on Page 1 under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on Page 1. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3. Specific conditions of payment shall be subject to Section 66.0135. Wisconsin Statutes as it applies to any late payments by the COUNTY, except as provided by Section 22 of this Contract.
- D. Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting, taxes and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to and controlled by each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and or persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by CONTRACTOR.
- 7. INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR hereby agrees to release, indemnify, defend and hold harmless Brown County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions, liabilities and/or causes of action of any type or nature whatsoever, including actual and reasonable attorneys' fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by CONTRACTOR, its officers, officials, employees, agent or assigns. The COUNTY does not waive, and specifically reserves its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
- 8. REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.
- 9. SAFETY REQUIREMENTS:** All material, equipment and supplies used or provided to the COUNTY must comply with all safety requirements as set forth by the federal, state and local laws, including but not limited to, Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.
- 10. VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Courts of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Courts for such lawsuits. In all respects, this Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
- 11. TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination delivered pursuant to Section 24. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. COUNTY may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the breach is amenable to a cure. COUNTY shall not unreasonably withhold such permission.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR shall be determined.

This Contract may be terminated by either party for no reason by giving thirty (30) days written notice to the other party of said termination.

12. CHANGES: All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to the Contract.

13. WAIVER: One or more waivers by any party of any term of the Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

14. PERSONNEL:

- A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have a contractual relationship with the COUNTY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

15. ASSIGNMENT: The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

16. RECORDS:

- A. **Establishment and Maintenance of Records** - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized or required by law. CONTRACTOR will notify COUNTY prior to destroying document(s) and offer the right of refusal..
- B. **Documentation of Cost** - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible, and shall be retained in accordance with the laws of the State of Wisconsin.

17. AUDITS AND INSPECTIONS: In the event that the COUNTY deems it necessary to conduct an audit or inspection, CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in CONTRACTOR'S custody or control pertinent to this Contract.

CONTRACTOR shall provide the COUNTY inspectors or auditors access to all property, equipment and facilities in CONTRACTOR'S custody or control related to the services provided or purchased under this Contract. CONTRACTOR shall be expected to provide, at CONTRACTOR'S expense, reasonable time by CONTRACTOR'S personnel as may be required for the COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

18. NON-DISCLOSURE:

- A. **Acknowledgment of Confidential Relationship** - CONTRACTOR hereby acknowledges and agrees that any Confidential Information disclosed to it by Brown County is for the limited purpose of providing services and CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between CONTRACTOR and Brown County by reason of such submission and/or disclosure.

- B. Use and Disclosure of Confidential Information.** CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Confidential Information whether from observation, from any materials submitted or from disclosures by Brown County hereunder. CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without Brown County's prior written approval, which Brown County may withhold in its sole discretion. In no event shall either party use Confidential Information in a way, which violates state or federal laws.

CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Agreement and instruct them to use the same care and discretion with respect to the Confidential Information and to not circumvent any security procedures or devices with respect to Confidential Information. The parties agree that the implementation of this signed Agreement will suffice for this purpose.

- C. Title remains with Brown County.** All innovations, inventions, devices, processes and/or formulas developed by CONTRACTOR for Brown County shall be deemed to be the sole property of Brown County. CONTRACTOR agrees to disclose in writing to Brown County any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by CONTRACTOR on behalf of Brown County which constitute innovations or inventions developed by CONTRACTOR either solely or jointly in connection with work performed by CONTRACTOR at the request of and/or under assignment by Brown County. CONTRACTOR also agrees to assign to Brown County any and all interest it may have in such inventions or innovations, which are specified in relation to the product named.
- D. Indemnification by CONTRACTOR.** CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will indemnify Brown County and hold Brown County harmless from all losses, expenses or liability arising from or in connection with such unauthorized use or disclosure. In addition, CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Agreement, irreparable damage will immediately occur to COUNTY and CONTRACTOR will indemnify COUNTY from all losses, liabilities and expenses incurred by COUNTY as a result thereof.

19. CONFLICT OF INTEREST:

- A. Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. Interest of Other Local Public Officials** - No member of the governing body of the COUNTY, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. Interest of Contractor and Employees** - If CONTRACTOR is aware or becomes aware that any person described in Section A. or B. has any personal financial interest, direct or indirect, in this Contract; CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

20. DISCRIMINATION PROHIBITED:

- A.** CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.
- B.** The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

21. INSURANCE:

- A.** The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.

- B. The Certificate(s) of Insurance along with endorsements shall be issued by a company or companies authorized to do business in the State of Wisconsin and shall be satisfactory to the COUNTY. Such insurance should be primary. CONTRACTOR shall furnish the COUNTY with a certificate of insurance along with two endorsements, one naming Brown County, its boards, commissions, agencies, officers, employees and representatives as additional insured and one endorsement providing the COUNTY with thirty (30) days advance written notice of any change, cancellation or non-renewal during the term of the Contract. Upon request, CONTRACTOR shall provide COUNTY with certified copies of the required insurance policies.
- C. The CONTRACTOR shall require all subcontractors to be bound by the same insurance requirements as CONTRACTOR, and shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the Contract void at the COUNTY'S discretion.

22. FORCE MAJEURE:

- A. If the performance of any part of this Contract is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, this Contract may be terminated by giving written notice.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135 Wisconsin Statutes shall not apply to any late payment by COUNTY due to circumstances under this paragraph.

23. OTHER PROVISIONS:

- A. **Publicity Releases** - CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by Brown County.
- B. **Independent Contractor** - CONTRACTOR agrees that it is working in the capacity of an Independent Contractor with respect to the services provided. Nothing in this Contract shall be considered to create the relationship of employer and employee, of third party beneficiary, of principal or agent, of limited or general partners or of joint venture between the parties.
- C. **Appropriation of Funds** - This Contract is contingent upon annual authorization of funding by the COUNTY governing body. In the event funding is not approved or terminated, the COUNTY may terminate this contract by providing forty-five (45) days written notice to CONTRACTOR.

24. **NOTICES:** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

For COUNTY inquire to:

County Department:	Brown County Purchasing
Mailing Address:	305 E Walnut Street, 5 th Floor
City, State Zip:	Green Bay, WI 54301
Phone:	(920) 448-4040
Email:	BC_Administration_Purchasing@co.brown.wi.us

For CONTRACTOR inquire to:

Contractor:	
Mailing Address:	
City , State, Zip:	
Phone:	
Email:	

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in a manner provided above.

- 25. AMENDMENTS:** This Contract is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Contract.
- 26. SEVERABILITY:** The provisions of this Contract are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Contract.
- 27. CONSTRUCTION:** All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.
- 28. SIGNATURE AUTHORITY:** The persons signing this Contract warrant that they have been authorized to enter into this Contract by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Contract.

Attachment A: Scope of Services

Attachment B: Completed Cost Sheet

*****Continue To Next Page (Signature Page)**

SIGNATURE PAGE

BROWN COUNTY PURCHASING

Dale DeNamur, Senior Buyer

Signature: _____

Date: _____

BROWN COUNTY PORT & RESOURCE RECOVERY

Dean Haen, Director

Signature: _____

Date: _____

BROWN COUNTY EXECUTIVE

Troy Streckenbach, County Executive

Signature: _____

Date: _____

CONTRACTOR

*(To be signed by the person authorized to
legally bind your firm to this contract)*

**Vendor
Name:** _____

Address: _____

**City /
State:** _____

Zip Code: _____

Phone: _____

Email: _____

Website: _____

**Printed
Name:** _____

Signature: _____
(Required)

Title: _____

Date: _____

Distribution:

Original – Purchasing

Copy – Contractor(s)

Copy – Responsible Department(s)

6

BUDGET ADJUSTMENT REQUEST

CategoryApproval Level

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> 1 | Reallocation from one account to another in the same level of appropriation | Dept Head |
| <input type="checkbox"/> 2 | Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year | Director of Admin |
| <input type="checkbox"/> 3 | Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation | County Exec |
| <input type="checkbox"/> 4 | Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.) | County Exec |
| <input type="checkbox"/> 5 a) | Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts) | Admin Committee |
| <input type="checkbox"/> 5 b) | Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation. | Oversight Comm
2/3 County Board |
| <input type="checkbox"/> 6 | Reallocation between two or more departments, regardless of amount | Oversight Comm
2/3 County Board |
| <input type="checkbox"/> 7 | Any increase in expenses with an offsetting increase in revenue | Oversight Comm
2/3 County Board |
| <input checked="" type="checkbox"/> 8 | Any allocation from a department's fund balance | Oversight Comm
2/3 County Board |
| <input type="checkbox"/> 9 | Any allocation from the County's General Fund | Oversight Comm
Admin Committee
2/3 County Board |

Justification for Budget Change:

Construction of a small vehicle/residential drop-off unloading area at the Brown Country Transfer Station. Construction will consist of building a recessed area for placement of a dumpster which will allow residents to toss waste material over a railing rather than 6' up into a dumpster. Construction will consist of concrete retaining walls, dumpster placement location, steel plating, railings and asphalt approaches. This project was approved and budgeted in 2015 but not completed. There is sufficient Resource Recovery fund balance to cover this request.


Amount: \$66,000

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	655.079.085.6110	Outlay	66,345
<input checked="" type="checkbox"/>	<input type="checkbox"/>	655.079.085.6110.900	Outlay - Contra	66,345
<input type="checkbox"/>	<input checked="" type="checkbox"/>	655.3000	Unrestricted Fund Balance	66,345
<input type="checkbox"/>	<input type="checkbox"/>			

AUTHORIZATIONS


 Signature of Department Head

Department: Port & Resource Recovery
 Date: May 11 2016


 Signature of Director of Administration or Executive
 Date: 5/11/16

Port and Resource Recovery Department

Director's Report

May 23, 2016

BOW C&D Recycling Analysis – BOW is negotiating with Landfill Reductions for stable C&D recycling rates for the next 5 years. Brown County recycling rates on 13,000 tons/yr will decrease from \$24.75/ton to \$22.65/ton and gradually increase to \$25.35/ton in 2021. In exchange Landfill Reductions disposal rate for 27,000 tons/yr of fines will decrease from \$21.45/ton to \$10.35/ton increasing to \$11.70/ton in 2021. The ADC rate is comparable to other ADC accepted from multiple customers ranging from \$2.50-18.00/ton. An RFP was issued earlier this year. The only responder was Landfill Reductions. The response was rejected and negotiations began with Landfill Reductions that include reduced disposal fees for fines used as alternative daily cover. The negotiations will result in a sole sourced contract for your approval in June.

Fox River Fiber/Outagamie County – The Circuit Court is directing Brown County and Fox River Fiber to have a meeting/conference call with the court to resolve the complaint in the next two months. Fox River Fiber seems to want to resolve the complaint, but is unwilling to do so until Outagamie County accepts the terms of the amendment. Communication between Outagamie and Brown County will likely lead to scheduling a formal meeting.

Cat Island – Staff, Corporation Counsel and subcommittee of Harbor Commissioners (2 lawyers) will be responding to the Corps in writing supporting our opinion and including a remaining balance due less the Corps “non-reimbursable costs” incurred by Brown County, and sign the Amendment to the Project Partnership Agreement. WDOT supports Brown County's position.

WPS and Renard Island Easements – Corporation Counsel has drafted a WPS utility easement for a City tub grinder on County land leased to the City. Additionally, a revised draft of the Renard Island access easement was forwarded back to the City. There has been no response from City regarding the easements.

Great Lakes Pilotage Rates - The U.S. Coast Guard issued its final rule establishing new rates for U.S. pilots on the Great Lakes. The Coast Guard stood firm in its position to significantly increase pilotage rates by more than 51%. The opposition to the increase needs to decide the following; legal action, lobbying effort, and public affairs effort. Brown County contribution, approved by Harbor Commission will be \$3,000 of the estimated \$150,000 cost of litigation.

Marine Sanctuaries – The National Oceanic and Atmospheric Administration (NOAA) manages the national marine sanctuary program. In 2014 the agency launched a national sanctuary nominating process and encouraged citizens to nominate candidate sites. In December 2014, 875 square miles of Lake Michigan waters was to be designated as the "Wisconsin-Lake Michigan National Marine Sanctuary". The focus is not the marine environment, but rather, shipwrecks. Here is a list of the types of activities restricted in existing marine sanctuaries: over-flights by aircraft, aquaculture, seabed cables, mineral extraction, commercial shipping, commercial fishing, recreational fishing, size and speed restrictions on watercraft, and discharges.

An advocate would argue that the proposed Great Lakes marine sanctuaries preserve shipwrecks, maritime heritage, and will stimulate tourism. Another view is that marine sanctuaries represent a new tool of federal control over the waters of the Great Lakes, that they create a structure that might someday be used to restrict certain activities.

Brown County will communicate with charter captains, commercial fishing, charter fishing and sport fishing organizations to keep them informed.

Sign Dedication – At the May 9 Harbor Commission, three signs were dedicated recognizing three individuals or families that have contributed to the advancement of the Port. Clarence Renard, Neil McKloskey and Mike McDonald.

Meetings/Events - Brown County Resource Recovery stakeholder meeting will be June 15 and the BOW stakeholder meeting to be held in Brown County will be June 22. The Port will be assisting PMI and sponsoring a ship as part of the August 5-7 Tallship Festival.

Recycling and Solid Waste Hauling Contract - Great American Disposal will be providing Brown County a proposal to extend their contract for County Board consideration.

**Open Position From
Port and Resource Recovery Department**

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Unfilled Reason

**ASPHALT PLANT ANALYSIS
HIGHWAY DEPARTMENT
BROWN COUNTY, WISCONSIN**

DRAFT

**ASPHALT PLANT ANALYSIS
BROWN COUNTY, WISCONSIN**

TABLE OF CONTENTS

Page No.

EXECUTIVE SUMMARY

1

DETAILED OBSERVATIONS

APPENDIX

Appendix A – Calculation of Average Cost

DRAFT

EXECUTIVE SUMMARY

To the Planning, Development & Transportation Committee
Brown County, Wisconsin

Sincerely,



Certified Public Accountants
Green Bay, Wisconsin
May 23, 2016

DRAFT

Project Scope

Complete an audit the 2015 financial records pertaining to the operation of the asphalt plant to determine the costs associated with the production of asphalt in 2015 and the quality of the asphalt produced by the plant in 2015. The scope includes a pre-engagement meeting to discuss the audit.

Highway Department Accounting

County highway departments have a need to determine the cost of services provided due to the significant amount of work done for others, including work for local municipalities; State of Wisconsin (state trunk highways); other county departments; and in some instances, private parties. In addition, reliable cost of services information is important for internal budgeting and decision-making. As a result, the State of Wisconsin has created the *Uniform Cost Accounting System for Wisconsin County Highway Departments* which requires specific accounting and financial reporting practices to be employed by the County in managing its highway operations.

Like many counties, Brown County utilizes County Highway Expenditure Microcomputer System often referred to as CHEMS Pro to manage the financial reporting aspects of its highway operations. CHEMS Pro is a financial system developed and supported by the Wisconsin Department of Transportation to assist County highway departments in managing their operations and accurately reporting financial information.

Brown County highway department maintains various transportation cost pools designed to accumulate financial costs of specific products or functions which provide services to specific programs/projects under one of the following concepts: (1) a percentage of direct labor; (2) a rate-per hour basis; or (3) a unit product cost. Perhaps the easiest cost pool to understand is employee fringe benefits. Because employees earn various benefits, allocating specific fringe benefit costs of individual employees would be burdensome; therefore, the County accumulates fringe benefits costs in a cost pool and distributed to the various accounts charged with labor as a percentage of direct charged salary costs. This percentage is reviewed by the Wisconsin Department of Transportation and actual costs may vary from year to year.

The other transportation cost pool which has significant impact on the County's asphalt operations is the machinery operations cost pool. This cost pool collects all expenses (fuel, oil, repairs and maintenance, shop overhead, etc.) of operating equipment (with the exception of specialized equipment used predominantly by other accounts, e.g. crushers and mixing plants, which are charged direct to those operations), and allocates these costs using the standard cost approach. This cost pool allows the County to make a profit by utilizing its equipment efficiently and effectively. As noted below, the County has generated a profit in its machinery operations cost pool in each of its last four year. When analyzing revenue, it is important to understand that the winter season has a significant impact on the revenue side; however, as a by-product of using County staff in transporting raw materials to the asphalt plant, which is included in the cost of the gravel and other material used in the asphalt operations, the County is able to more effectively manage its fleet operation to continue to generate higher utilization which will result in continued profits within the cost pool.

Year	Revenues	Expenses	Profit (Loss)
2015	\$ 4,490,418	\$ 4,022,366	\$ 468,052
2014	5,254,193	4,334,355	919,838
2013	4,891,180	4,409,884	481,296
2012	4,146,060	3,950,741	195,319

It is important to realize the County does not establish its own machinery rates. Rather, a statutory committee of established by the State of Wisconsin is responsible for establishing statewide machinery rental rates to be used by county highway operations to allocate the cost of its machinery on established per-unit rates.

The County's asphalt operation is accounted for within CHEMS Pro in a Bituminous Operations Cost Pool. The *Uniform Cost Accounting System for Wisconsin County Highway Departments* requires all expenses of operating bituminous plants to be charged to this cost pool, including all labor, materials purchased, equipment (used 100% charged directly, while other equipment not used exclusively in the bituminous operations allocated based on per unit rates established Wisconsin Department of Transportation), professional services provided and all other costs associated with operating the bituminous plant. The County then sets the rate per ton to charge (\$40 for 2015).

Conclusion: The County's current accounting system complies with the requirements of the *Uniform Cost Accounting System for Wisconsin County Highway Departments*. Each year, the County highway department produces an annual report which accurately details its financial operations. This annual report is consistent with financial information maintained by the County's Department of Administration.

Work Performed

During 2014, Brown County public works department entered into a lease of a portable hot mix asphalt plant at a purchase cost of \$2.6 million, with total payments of \$2.8 million (includes interest) over 7 years. Semi-annual payments of \$199,943 are due through May, 2021. As of December 31, 2015, the County has made 3 of 14 payments, with \$2,072,935 owed as of December 31, 2015.

The public works department acquired the portable hot mix asphalt plant to achieve three primary goals:

- Cost
- Productivity
- Quality

Our analysis looked at each of these goals based on 2015 operations.

Cost

The cost of asphalt is heavily dependent on material costs. Over the last decade, the cost of oil used in the production of asphalt has been variable based on market conditions; therefore, asphalt cost has seen a some volatility. Because asphalt oil is needed in asphalt produced by the County or by outside contractors, we assumed that the price of asphalt oil would not have a significant impact on our analysis but do caution that the price per ton calculated for 2015 can be expected to be different into the future when projecting price per ton.

The first phase of this project analyzed the reported cost per ton of asphalt produced by the County. Because of the integrated nature of the asphalt operations and the need to close transportation cost pools, our analysis started by obtaining the Brown County Public Works – Highway Division Financial Report for 2015. As reported in Appendix A, the initial reported cost of the asphalt was \$37.50 per ton of asphalt produced.

We proposed six adjustments which increased the asphalt costs by \$76,403 and the average cost of asphalt to \$38.32 per ton. A summary with explanation of the adjustments is included in Appendix A. The primary adjustment affecting the average cost per ton was the reclassification of the land improvements incurred by the County to set up the asphalt plant which were allocated to the buildings and grounds cost pool rather than direct charged to the asphalt operations. Generally, land and improvements are allocated to buildings and grounds but because of the direct nature of these costs, we reallocated these costs directly to asphalt operations. The County has used an aggressive amortization period for these land improvements and we did not modify, as the impact was insignificant in the overall cost per ton.

The highway department is required to maintain its financial records on the accrual basis of accounting, which means that depreciation is reported as a cost while the principal retirement on the lease is recorded as an offset to the liability, as required by the *Uniform Cost Accounting System for Wisconsin County Highway Departments*. It is important to point out that as of December 31, 2015, the County has retired \$527,065 of its lease obligation while recovering depreciation of \$88,131. As previously noted, the lease payments will occur through May of 2021 which will require the County, from a cash flow perspective, to temporarily finance the cost of the plant using available cash, to be recovered as the plant is depreciated once the lease obligation is retired. A summary of the cash impact as of December 31, 2015 follows:

Depreciated Cost - Asphalt Plant (recovered through asphalt charges)	\$ 88,131
Less: Principal payments on lease	527,065
Net Cash Used as of December 31, 2015	<u><u>\$ (438,934)</u></u>

An additional lease payment of \$179,214 was made in May, 2016.

Conclusion: The County's CHEMS Pro system has accurately reported its costs of the asphalt plant during 2015 and the average cost, as determined by the highway division was consistent with the results of our audit.

To further analyze asphalt costs, we analyzed asphalt cost information from surrounding counties, and provide you the following summary:

	Year	Tons	Costs	Average Costs
Asphalt Plant, County Operated				
County A	2015	26,622	\$ 1,125,540	\$ 42.28
County A	2014	24,384	1,061,394	43.53
County B	2015	64,052	1,971,454	30.78
County B	2014	37,919	1,443,786	38.08
Purchased, County Trucked				
County C	2015		\$38.45 - \$41.15 per Ton	
County D	2015		\$40.30 - \$42.45 per Ton	
County E	2015		\$40.15 - \$42.25 per Ton	
Purchased, Paving by Contractor				
County F	2015	11,031	608,463	55.16

Conclusion: The County's revised cost of \$38.32, as calculated by our audit, is very comparable. Asphalt operations are heavily reliant on production, as noted in evaluating County B, which saw its average costs drop to \$30.78 in 2015 due primarily to a larger base to allocate fixed costs of its operations. In addition, because Brown County's asphalt plant is new, the plant has a higher depreciated cost when comparing to other counties. In addition, the County does not have pit operations to control the raw material being supplied to the asphalt plant, like other county operated asphalt plants. This can also have an impact on each counties cost to produce asphalt.

In evaluating counties which purchased asphalt and transported, you can see some consistency within the bid rates for the 2015 construction season. Generally, the cost of asphalt is dependent on market conditions within a certain area, and other ongoing projects which can impact the price being quoted. As illustrated, the County's average cost per ton was below the bid costs of each of the three counties included in this analysis.

We also included one county where the contractor not only supplied the asphalt but also was responsible for transporting the asphalt to the job site and subsequent placement. This data was supplied to illustrate how the cost to transport factors into the cost of laying asphalt.

Productivity

The asphalt plant was designed to increase the productivity of the County's paving operations. To review, we considered the following:

- Machinery operations cost pool
- Available labor
- Staffing plan

In the past, Wisconsin counties staffed its department to meet summer construction needs, which included work on county roads, local municipalities and the State of Wisconsin, and managed staffing during the winter by securing contracts with local municipalities to assume responsibility for winter maintenance. As local construction needs changed and additional regulations were established which impact the Counties ability to complete some projects, there has been a fundamental shift to focusing on staffing winter maintenance, with many counties either transferring responsibility for winter maintenance back to the local municipalities or requiring local municipalities to agree to spending a certain amount with the County for summer maintenance. As a result, the County, like many Wisconsin counties, has the critical responsibility to remove snow during winter events, and many of the staffing plans developed by county highway departments are now heavily dependent on the number of snow plow routes maintained within the County. Each route requires a driver to staff the route during winter events.

As a result, finding other projects during the summer to maintain staffing levels needed to manage winter maintenance is an important goal, especially as the number of lane miles recently increased with construction on highway 41.

Conclusion: The County experiences productivity increases by developing staffing plans which create additional labor utilization and equipment usage from its existing labor pool and fleet of equipment. Accordingly, we believe this additional utilization increases productivity and assists the County highway division in maintaining a strong equipment pool to allow for the replacement of equipment and generation of profits. In addition, as noted during the observation of the layout of the facility, the County is able to produce asphalt and have it available at the start of the shift to allow its employees to become productive at the start of their shift. Because the County covers a vast array of area, certain jobs located in different parts of the County may have additional transportation costs due to the location of the plant and the job but this variability also exists when using other contractors.

Quality

The asphalt plant was also acquired to control the quality of our asphalt mix resulting in longer lasting roadways. In evaluating this assertion, we requested and received a tour of the hot mix plant operations to better understand the operations. The County is able to manage the quality of the asphalt by closely monitoring the oil content, allowing the County to modify the mix as needed to meet the needs of the County.

In addition, we reviewed the results of the 2015 Brown County asphalt production and testing prepared by Omnni Associates. The County produced HMA Type E-3 mix during 2015 with Omnni, as a consulting advisor, on-site to take production samples and recommended adjustments to the mix as needed, in addition to performing density testing on mainline paving operations. Their report indicates that the asphalt produced by Brown County met WisDOT requirements. We also discussed the results with other professional engineers who agreed with this assessment.

Conclusion: Ultimately, the useful life of the roads paved in 2015 using asphalt produced by the County will be determined at a future time. It is difficult to project the impact producing your own asphalt will have on the useful lives of the infrastructure, as weather conditions and other factors also impact useful life. At the same time, we believe organizations that control the production side of materials or have the ability to control the quality of materials being produced by their suppliers generally can better manage the quality of product, in this case, the roads being paved.

DRAFT

APPENDIX A

Brown County Public Works - Highway Division

Asphalt Average Cost per Ton
Year Ended December 31, 2015

	Tons	Reported Costs	Reference	Audit Adjustments	Adjusted Audit Cost
Labor		\$ 121,654.27		\$ -	\$ 121,654.27
Fringe Benefit Costs		65,814.78	A	11,849	77,663.78
Materials & Supplies		2,919,729.65	B	10,831	2,930,560.65
Inventory Adjustment		(97,153.15)		-	(97,153.15)
Equipment Rental		195,461.37	C	(143,700)	51,761.44
Equipment Expenses					
Depreciation		38,178.14	D	35,636	73,814.14
Equipment Rental		-	C	77,200	77,200.00
Other Expenses		277,970.25		-	277,970.25
Buildings & Grounds Allocation		2,833.30	E	84,587	87,420.30
Total		<u>\$3,524,488.61</u>		<u>76,403</u>	<u>\$3,600,891.68</u>
Production	<u>93,974.30</u>	<u>3,758,972.00</u>			<u>3,758,972.00</u>
Profit		<u>(234,483.39)</u>			<u>(158,080.32)</u>
Cost per Ton		<u>37.50</u>			<u>38.32</u>

Reference

A: Fringe benefit rate of 54.1% did not recover 100% of employee fringe benefit costs	\$ 11,849
B: Fringe benefits not allocated to overtime labor on materials only (inconsistent treatment of fringe benefit cost recovery)	10,831
C: John Deere Loader (Rental cost and hourly rental rate included in operations)	(66,500)
D: Adjusted depreciable life down to 25 years and used a 30% salvage value (variable resources consulted, different estimated lives based on the components of the plant).	35,636
E: 2014 land improvements relate directly to the Bituminous Operations and should be allocated directly	84,587
	<u>\$ 76,403</u>

PUBLIC WORKS DEPARTMENT



2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.
INTERIM DIRECTOR

TO: PD&T Committee
FROM: Paul Fontecchio, P.E.
DATE: May 23, 2016
RE: Summary of Operations

The Public Works Department is performing at a normal budget rate through the month of April. The end of April represents 33.3% of the year. Here is a summary of our operations:

(240) County Maintenance	45.01%
(660) State Maintenance	35.79%
(660) Other Work (Interdepartmental, Municipal, etc.)	35.81%
(400) Capital Projects	N/A*

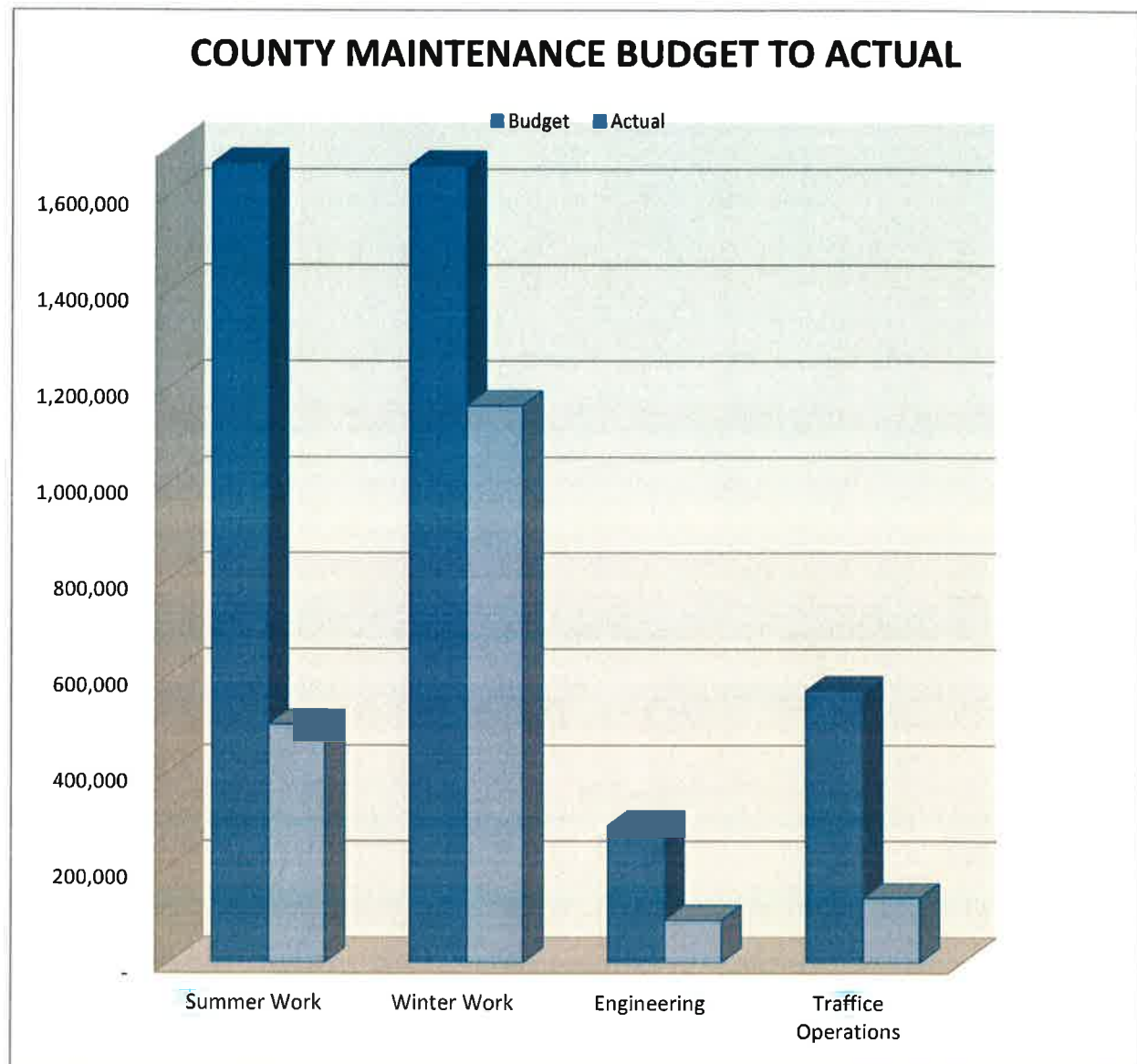
Facilities	25.90%
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Please see the attached charts for more details.

*Note: We will start reporting on the capital projects at the June PD&T meeting – work started the last week of April/first week of May on these projects.

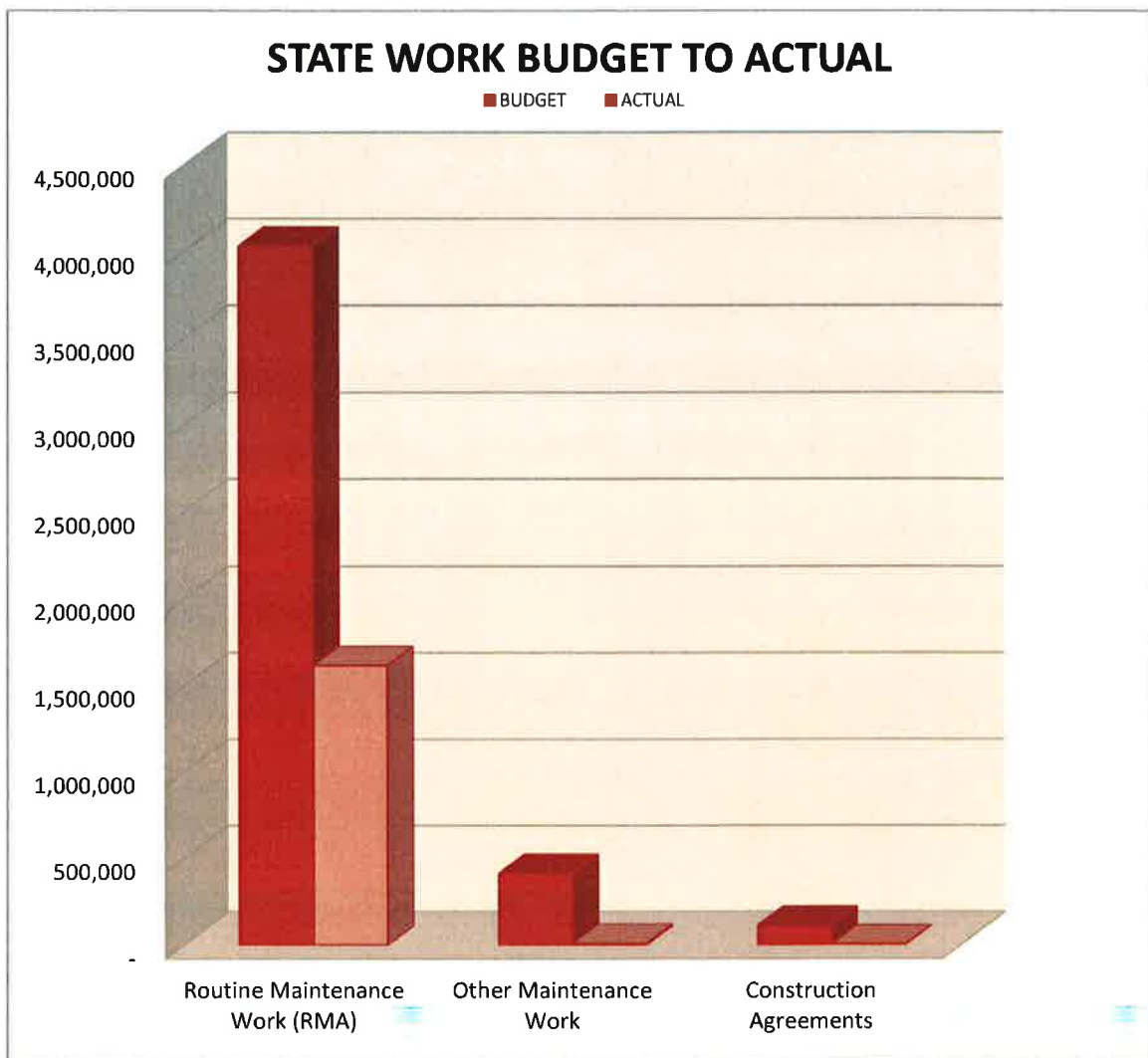
**BROWN COUNTY PUBLIC WORKS
COUNTY MAINTENANCE BUDGET TO ACTUAL-FUND 240
AS OF 4/30/16**

	Budget	Actual	Remaining	Percentage Used
Summer Work	1,663,949	495,861	1,168,088	29.80%
Winter Work	1,659,750	1,159,851	499,899	69.88%
Engineering	285,000	88,765	196,235	31.15%
Traffice Operations	566,000	134,578	431,422	23.78%
Total	4,174,699	1,879,055	2,295,644	45.01%



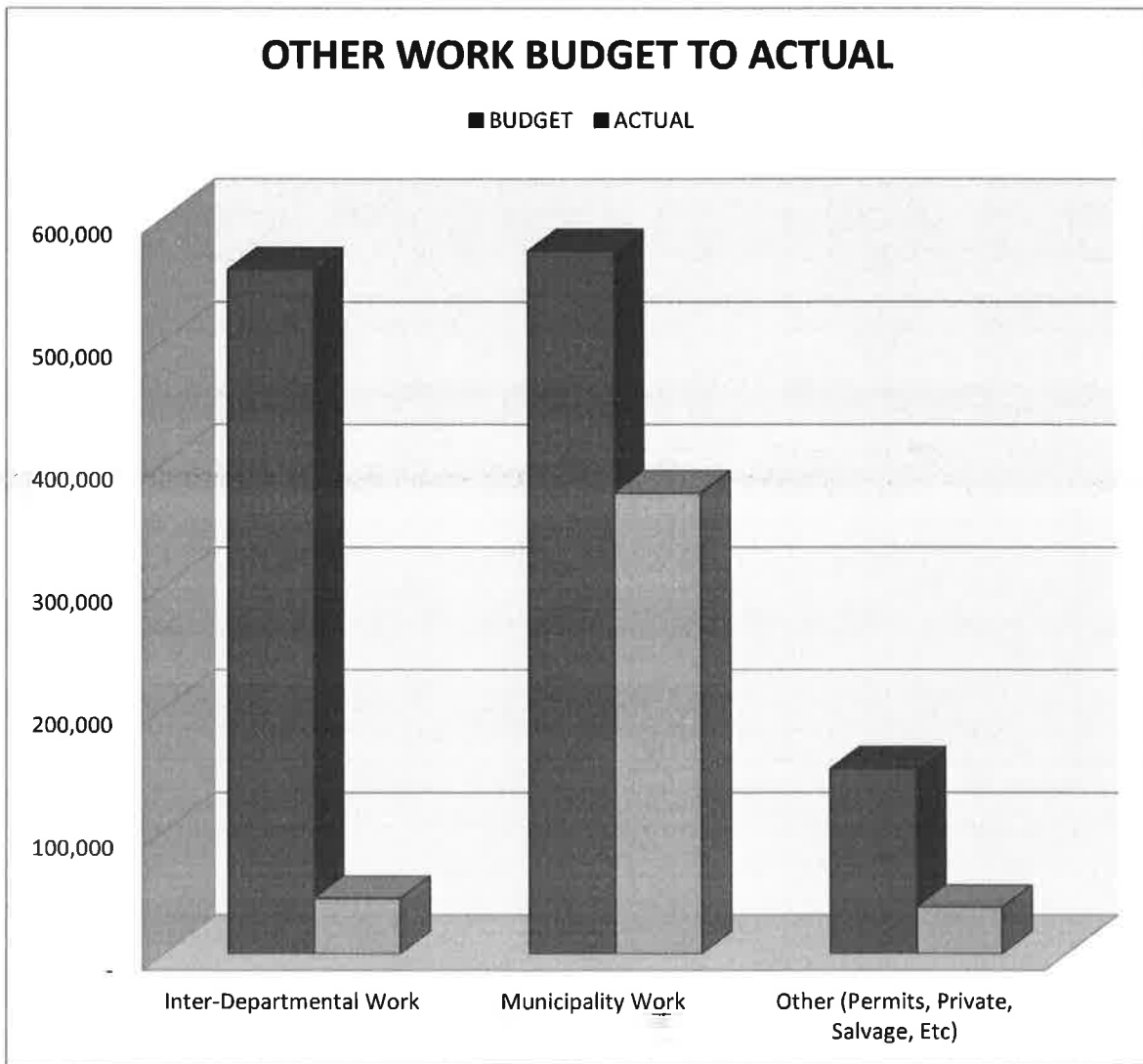
BROWN COUNTY PUBLIC WORKS-HIGHWAY STATE WORK BUDGET TO ACTUAL AS OF 4/30/2016

	Budget	Actual	Remaining	Percentage Used
Routine Maintenance Work (RMA)	4,034,100	1,616,743	2,417,357	40.08%
Other Maintenance Work	413,023	11,123	401,900	2.69%
Construction Agreements	113,364	4,305	109,059	3.80%
Total	4,560,486	1,632,171	2,928,315	35.79%



**BROWN COUNTY PUBLIC WORKS-HIGHWAY
OTHER WORK BUDGET TO ACTUAL
AS OF 4/30/2016**

	Budget	Actual	Remaining	Percentage Used
Inter-Departmental Work	557,755	45,270	512,485	8.12%
Municipality Work	572,800	375,684	197,116	65.59%
Other (Permits, Private, Salvage, Etc)	150,685	37,910	112,775	25.16%
Total	1,281,240	458,864	822,376	35.81%



**BROWN COUNTY PUBLIC WORKS
COUNTY AID BRIDGE FUND THROUGH
March 31, 2016**

	Balance 1/1/2016	County Levy	District Appropriation	Total Available	2016 County Expenses	2016 District Expenses	Balance 3/31/2016
TOWNS							
Eaton							
Eaton - Brown County Funds	32,261.69	30,000.00		62,261.69			62,261.69
Eaton - District @ BC	32,261.71			32,261.71			32,261.71
Eaton - District @ District	-		30,000.00	30,000.00			30,000.00
Total Available Eaton				124,523.40			124,523.40
Glenmore							
Glenmore - Brown County Funds	85,410.02			85,410.02			85,410.02
Glenmore - District @ BC	85,410.02		(85,410.02)	-			-
Glenmore - District @ District	-			-			-
Total Available Glenmore				85,410.02			85,410.02
Green Bay							
Green Bay - Brown County Funds	77,505.82			77,505.82			77,505.82
Green Bay - District @ BC	77,505.82			77,505.82			77,505.82
Green Bay - District @ District	-			-			-
Total Available T. Green Bay				155,011.64			155,011.64
Holland							
Holland - Brown County Funds	65,178.65			65,178.65			65,178.65
Holland - District @ BC	65,178.66			65,178.66			65,178.66
Holland - District @ District	-			-			-
Total Available Holland				130,357.31			130,357.31
Humboldt							
Humboldt - Brown County Funds	15,789.10			15,789.10			15,789.10
Humboldt - District @ BC	15,789.10			15,789.10			15,789.10
Humboldt - District @ District	-			-			-
Total Available Humboldt				31,578.20			31,578.20
Lawrence							
Lawrence - Brown County Funds	84,325.77	35,000.00		119,325.77	60,119.19		59,206.58
Lawrence - District @ BC	84,325.77			84,325.77		60,119.19	24,206.58
Lawrence - District @ District	-		35,000.00	35,000.00			35,000.00
Total Available Lawrence				238,651.54			118,413.16
Ledgeview							
Ledgeview - Brown County Funds	86,063.22			86,063.22			86,063.22
Ledgeview - District @ BC	86,063.23		(86,063.23)	-			-
Ledgeview - District @ District	-			-			-
Total Available Ledgeview				86,063.22			86,063.22
Morrison							
Morrison - Brown County Funds	10,878.61			10,878.61			10,878.61
Morrison - District @ BC	10,878.60			10,878.60			10,878.60
Morrison - District @ District	-			-			-
Total Available Morrison				21,757.21			21,757.21
New Denmark							
New Denmark - Brown county Funds	59,031.89	5,000.00		64,031.89			64,031.89
New Denmark - District @ BC	59,031.91			59,031.91			59,031.91
New Denmark - District @ District	-		5,000.00	5,000.00			5,000.00
Total Available New Denmark				128,063.80			128,063.80
Pittsfield							
Pittsfield - Brown County Funds	25,327.68	20,000.00		45,327.68			45,327.68
Pittsfield - District @ BC	25,327.69			25,327.69			25,327.69
Pittsfield - District @ District	-		20,000.00	20,000.00			20,000.00
Total Available Pittsfield				90,655.37			90,655.37
Rockland							
Rockland - Brown County Funds	38,231.67			38,231.67			38,231.67
Rockland - District @ BC	38,231.68		(38,231.68)	-			-
Rockland - District @ District	-			-			-
Total Available Rockland				38,231.67			38,231.67
Scott							
Scott - Brown County Funds	11,771.80	30,000.00		41,771.80	47,735.84		(5,964.04)
Scott - District @ BC	11,771.80			11,771.80		11,771.80	-
Scott - District @ District	-		30,000.00	30,000.00		30,000.00	-
Total Available Scott				83,543.60			(5,964.04)
Wrightstown							
Wrightstown - Brown County Funds	373,181.23			373,181.23			373,181.23
Wrightstown - District @ BC	373,181.23		(373,181.23)	-			-
Wrightstown - District @ District	-			-			-
Total Available Wrightstown				373,181.23			373,181.23

**BROWN COUNTY PUBLIC WORKS
COUNTY AID BRIDGE FUND THROUGH
March 31, 2016**

Balance 1/1/2016	County Levy	District Appropriation	Total Available	2016 County Expenses	2016 District Expenses	Balance 3/31/2016
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VILLAGES

Aswaubenon

Ashwaubenon - Brown County Funds	127,604.43			127,604.43			127,604.43
Ashwaubenon - District @ BC	127,604.44		(127,604.44)	-			-
Ashwaubenon - District @ District	-			-			-
Total Available Ashwaubenon				127,604.43			127,604.43

Bellevue

Bellevue - Brown County Funds	139,665.73			139,665.73			139,665.73
Bellevue - District @ BC	139,665.74		(139,665.74)	-			-
Bellevue - District @ District	-			-			-
Total Available Bellevue				139,665.73			139,665.73

Howard

Howard - Brown County Funds	220,245.63			220,245.63			220,245.63
Howard - District @ BC	220,245.63			220,245.63			220,245.63
Howard - District @ District	-			-			-
Total Available Howard				440,491.26			440,491.26

Hobart

Hobart - Brown County Funds	(82.52)	25,000.00		24,917.48			24,917.48
Hobart - District @ BC	(82.52)			(82.52)			(82.52)
Hobart - District @ District	-		25,000.00	25,000.00			25,000.00
Total Available Hobart				49,834.96			49,834.96

Suamico

Suamico - Brown County Funds	195,491.06			195,491.06			195,491.06
Suamico - District @ BC	195,491.06		(195,491.06)	-			-
Suamico - District @ District	-			-			-
Total Available Suamico				195,491.06			195,491.06

Totals - Towns	1,929,914.37	120,000.00	120,000.00	1,587,028.21	107,855.03	101,890.99	1,377,282.19
Totals - Villages	1,365,848.68	25,000.00	25,000.00	953,087.44	-	-	953,087.44

FUNDS RETURNED TO MUNICIPALITIES

(1,045,647.40)

GRAND TOTALS

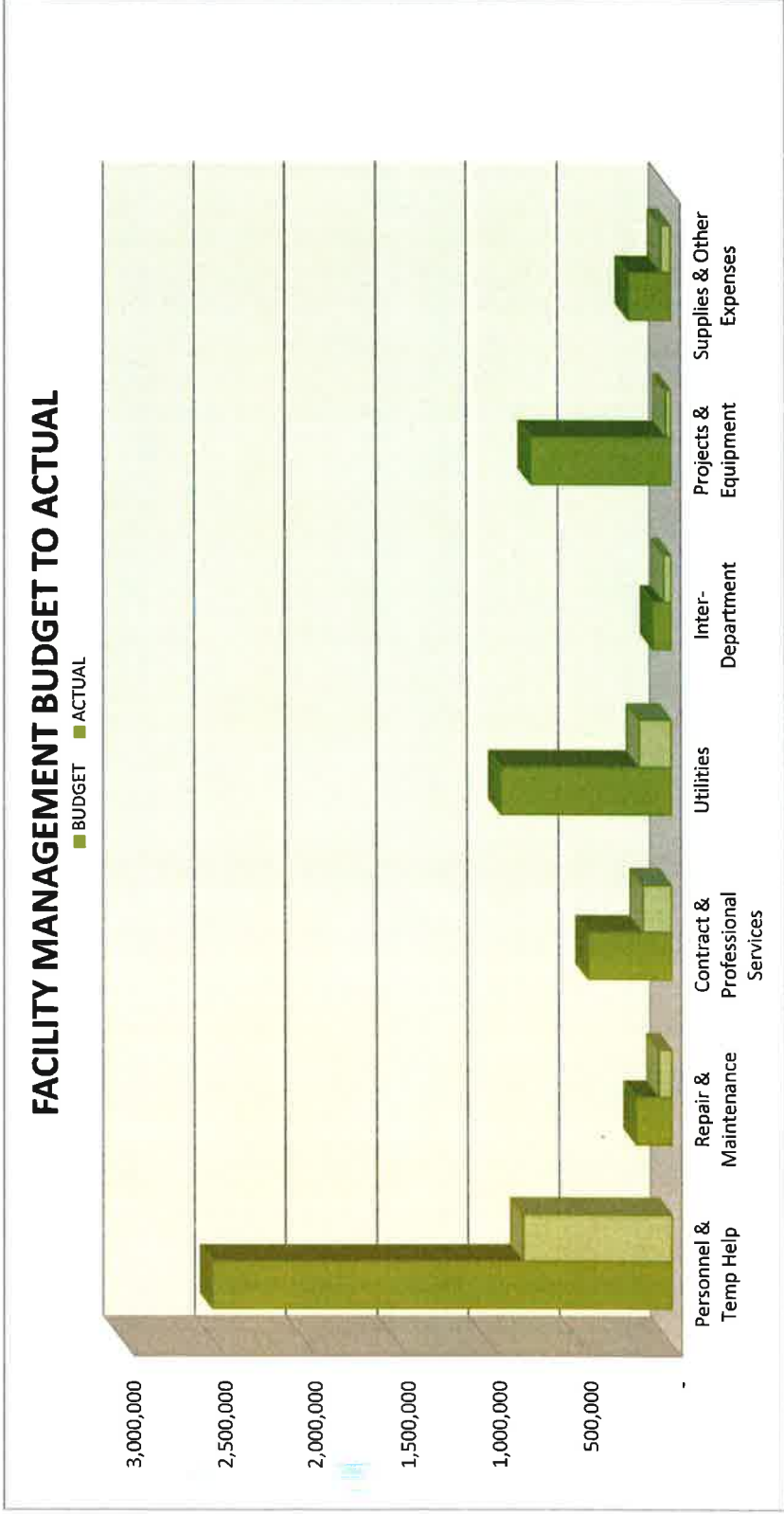
3,295,763.05	145,000.00	145,000.00	2,540,115.65	107,855.03	101,890.99	2,330,369.63
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LESS MUNICIPAL FUNDS @ MUNICIPALITY (30,000.00)

AL BRIDGE AID EXPENSE BROWN COUNTY 179,746.02

BROWN COUNTY PUBLIC WORKS FACILITY MANAGEMENT BUDGET TO ACTUAL AS OF 4/30/2016

	Budget	Actual	Remaining	% Used
Personnel & Temp Help	2,519,951	816,071	1,703,880	32.38%
Repair & Maintenance	195,805	71,039	124,766	36.28%
Contract & Professional Services	455,678	158,724	296,954	34.83%
Utilities	931,264	176,392	754,872	18.94%
Inter-Department	99,414	39,940	59,474	40.18%
Projects & Equipment	762,833	28,305	734,528	3.71%
Supplies & Other Expenses	231,435	55,151	176,284	23.83%
Total	5,196,380	1,345,623	3,850,757	25.90%





PROJECT Scray Hill Highway Department Property		JOB NO.	
SUBJECT Plat Map		SHEET NO.	
ORIGINATED BY BCPW		DATE 5/23/16	CHECKED BY
		DATE	CALC. NO.
			REV. NO.

PROJECT LOCATION MAP



Parcel D-212-2
8.468 Acres
Zoned Rural Residential District – Town of Ledgeview

PUBLIC WORKS DEPARTMENT

Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.
INTERIM DIRECTOR

TO: PD&T Committee
FROM: Paul Fontecchio, P.E.
DATE: May 23, 2016
RE: Director's Report

SNOW PLOW ROUTE OPTIMIZATION:

On May 4th Jon Giese and Paul Fontecchio attended the Northeast Region Commissioner's & Committee Member meeting in Fond du Lac, WI. One of the presentations discussed snow plow route optimization and featured Brown County as the next county in the state to be worked on after Dane and Green Counties. Dane County has just finished their route analysis for the second time following changes to their shop locations (consolidation) and found another 10% in efficiencies. Green County found another 6% in efficiencies after combining state and county routes. In both cases, the number of plow drivers and trucks stayed the same but they were able to achieve the following:

- Reduce miles driven.
- Reduce time to plow all routes.
- Reduce left turn lanes (in one case by 25%).
- Evened out routes in terms of time and miles.

The DOT is actively working on Brown County as of early May. Once finished, Brown County staff will review the routes before finalizing. The goal is to have combined routes in effect for next winter.

PROJECTS:

CTH D: Work started on CTH D from Barrington Drive to Red Maple Road the week of April 25th with milling, pipe replacement, and excavating below subgrade.

CTH T: Work started on CTH T from the railroad tracks to STH 54 with storm sewer replacement for the Towns on Ronsman Road and on CTH T.

State Work: At the request of the DOT, County forces worked on state bridge cleaning at Mason and Walnut Street, stiffening webbing on girders on the I-43 over Baird's Creek bridge, snow fence removal, trash picking, etc.

CTH GV: On April 27th at the Village of Bellevue board meeting (attended by Public Works staff) it was decided to not proceed with the CTH GV reconstruction project from Hoffman Road to STH 172 utilizing the allocated STP-U money. One of the main factors to the decision was the anticipated cost to both the Village and the County since the project was funded at 50/50

instead of 80/20. Adding in estimated right-of-way costs, the Village and County would have spent roughly \$1.07 million each with \$1.35 million in federal funding. The proposed project would have added a roundabout at Sheriff's Way and addressed access concerns at the businesses between Sheriff's Way and STH 172 by making the driveways right-in right-out only.

Another factor in the decision was the uncertainty of future interchange improvements at STH 172 and CTH GV. It was felt that if the County resurfaces the asphalt roadway at this time extending the road life another 10-15 years we may be better suited to coordinate any access management changes to CTH GV with future interchange plans.

Brown County has scheduled the roadway for resurfacing in 2021 in the new 6-Year Capital Improvement Plan.

CTH HH: The Brown County Planning Commission Transportation Subcommittee voted on May 16, 2016 to redistribute the CTH GV STP-Urban project dollars in part to the CTH HH reconstruction project from Holmgren Way to Ashland Avenue. The project will be reconstructed in 2020 and will fund \$1.25 million in federal funding.

TWELVE-HOUR DAYS:

Highway Division: Highway reported 749.5 hours of overtime in April 2016. Substantially, all overtime was related to plowing. The amounts in excess of 12 hours per day for April are attached.

Facility Management Division: Facilities reported 122.75 hours of overtime in April 2016. The overtime was related to snow removal, and longer cleaning shifts to cover vacancies. There were no employees that worked a 12+ hour shift for the month of April 2016.

STAFFING REPORT:

See Attached Table.

Public Works - Highway Division
12-Hour Work Days
4/1/16 - 4/30/16

DATE	EMPLOYEE	OPERATION PREFORMED	HOURS WORKED
4/4/2016	Sweemer, Steve	shop (9) Asphalt Plant (3)	12
4/5/2016	Curl, Todd	shop	12.5
4/5/2016	Reedy, Jason	state plow (10.25) state Veg (2)	12.25
4/7/2016	Maus, Todd	county plow (4.5) signing (8)	12.5
4/8/2016	Allen, Christopher	state plow (9) state vegetation (7)	16
4/8/2016	Bogucki, Bill	state plow (5) state vegetation (8)	13
4/8/2016	Brittnacher, John	state plow (6.75) state vegetation (6)	12.75
4/8/2016	Buhr, Mike	shop	16
4/8/2016	Charles, Brad	state plow (9) state vegetation (7)	16
4/8/2016	Collins, Robbie	county plow (8) Green Bay Veg (6) state shoulders (1)	15
4/8/2016	Corrigan, Chad	Holland plow (3) Holland Veg (4) Wrightstown plow (2) county plow (1) shop (2)	12
4/8/2016	Curl, Todd	shop	16
4/8/2016	Doucha, Dean	count plow (5) county surface (8)	13
4/8/2016	Drewiske, Jerry	county plow (4) county surface (7) shop (1.25)	12.25
4/8/2016	Ferry, James	shop	16
4/8/2016	Guns, James	state plow (5) V-19 engineer (4) county engineer (4)	13
4/8/2016	Gussert, Tim	county plow (6.5) county surface (7)	13.5
4/8/2016	Haumschild, Dan	Scott plow (5) state Vegetation (8)	13
4/8/2016	Ignatowski, Paul	state plow (9) state vegetation (5) state LFA (2)	16
4/8/2016	Jacobs, Mark	state plow (7) state Vegetation (8)	15
4/8/2016	Johnson, Jason	county plow (5) county sign (8)	13
4/8/2016	Kaminski, Chad	state plow (4) state vegetation (8)	12
4/8/2016	Kane, Kurt	state plow (3) county plow (5) Holland Veg (13)	16
4/8/2016	Kapinos, Vince	county plow (4.5) county surface (8)	12.5
4/8/2016	Karbon, Dan	county plow (6.25) county surface (8)	14.25
4/8/2016	Kielpikowski, Dennis	county plow (5) shop (8)	13
4/8/2016	Kollross, Cory	state plow (5) state vegetation (7)	12
4/8/2016	LeGrave, Steve	Green Bay plow (4.75) Asphalt Plant (8)	12.75
4/8/2016	Little, Bob	state plow (10) State Accident (6)	16
4/8/2016	Manson, Shane	county plow (5) county surface (8) state plow (3)	16
4/8/2016	Maus, Todd	county plow (5.5) state accident (6) county sign (2)	13.5
4/8/2016	Messerschmidt, Bill	Holland plow (435) Holland Veg (8)	12.5
4/8/2016	Morton, Chet	state plow (11) state surface (4)	15
4/8/2016	Noe, Terry	county plow (6.75) Asphalt Plant (7.5)	14.25
4/8/2016	Reedy, Jason	state plow (8) state Veg (8)	16
4/8/2016	Sausen, Jim	Holland Veg (6) county plow (8.5)	14.5
4/8/2016	Schraufnagel, Dan	Scott Plow (4) county litter (8)	12
4/8/2016	Sequin, Scott	state plow (2) county plow (6) county surface (8)	16
4/8/2016	Sperberg, Mark	county plow (6.75) county surface (8)	14.75

4/8/2016	Thibodeau, Larry	state plow (6) state accident (6)	12
4/8/2016	Umentum, Matt	state plow (9) state drainage (7)	16
4/8/2016	VandenElzen, Ken	state plow (9) state accident (6)	15
4/8/2016	VanRite, Paul	state plow (4) state surface (8)	12
4/8/2016	VerHaagh, Ken	shop	16
4/8/2016	Williams, Tim	state plow (5) state drainage (7)	12
4/8/2016	Zelten, Brian	Wrightstown plow (4.5) shop (8)	12.5
4/11/2016	Charles, Brad	state plow (4) State accident (8)	12
4/11/2016	Ignatowski, Paul	state plow (4) county plow (2) shop (6)	12
4/13/2016	Reedy, Jason	state plow (8) T-29 saw cuts (6)	14
4/14/2016	Drewiske, Doug	state Misc (13) EB-35 sign (2)	15
4/14/2016	Ignatowski, Paul	state Misc	15
4/14/2016	Jacobs, Mark	state Misc (14) county surface (1)	15
4/14/2016	Peot, Jesse	state Misc	15
4/25/2016	Heinzen, Linn	meeting	12.75
4/25/2016	Kollross, Cory	T-29 drainage	12.25
4/26/2016	Cisler, Mike	D-16 reclaim	12.5
4/26/2016	Jacobs, Mark	D-16 reclaim	12
4/26/2016	Kane, Kurt	D-16 reclaim	12
4/26/2016	VandenElzen, Ken	D-16 reclaim	12

BROWN COUNTY PUBLIC WORKS STAFFING SUMMARY

AS OF 4/30/16

HIGHWAY DIVISION:

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Filled Date	Unfilled Reason
Director (0.5 FM / 0.5 HWY)	8/3/15	Resignation	Fill	In Process	N/A
Operations Manager	8/3/15	Termination	Hold		
Superintendent	8/4/15	Termination	Hold		
Superintendent	3/4/16	Retirement	Fill	4/25/16	N/A
Highway Crew	3/24/16	Resignation	Fill	In Process	N/A
Highway Crew	4/15/16	Retirement	Fill	In Process	N/A
Highway Crew	4/25/16	Promotion	Fill	In Process	N/A

	Budgeted FTE's	Actual #FTE's
Mgmt / Admin	12.2	9.7
Electrician	1.0	1.0
Engineering	6.0	6.0
Mechanics / Shop	11.0	11.0
Crew	69.0	66.0
Summer	4.0	0.31 *
LTE (Seasonal)	0.5	0.12 *
TOTAL	103.7	94.13

FACILITY MANAGEMENT DIVISION:

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Filled Date	Unfilled Reason
Director (0.5 FM / 0.5 HWY)	8/3/15	Resignation	Fill	In Process	N/A
Housekeeper (0.5)	2/1/16	Part-time to Full-time	Fill	4/19/16	N/A
Housekeeper Lead	3/1/16	Retirement	Fill	In Process	N/A
Housekeeper	3/11/16	Resignation	Fill	In Process	N/A
Housekeeper	4/15/16	Retirement	Fill	In Process	N/A

	Budgeted FTE's	Actual #FTE's
Mgmt / Admin	5.8	5.3
Facility Technicians	2.0	2.0
Facility Mechanics	7.0	7.0
Facility Workers	9.0	9.0
Housekeeping	18.5	15.5
Electrician	1.0	1.0
Summer Help	0.46	0 *
TOTAL	43.76	39.8

* NOTE: Starting 4/20/16 – the Department began hiring our Seasonal LTE & Summer employees – numbers reflected in “Actual FTE’s” for both divisions.

PUBLIC WORKS DEPARTMENT



2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.
INTERIM DIRECTOR

TO: PD&T Committee

FROM: Paul Fontecchio, P.E.

DATE: May 23, 2016

RE: 6-Year Capital Improvement Plan (CIP) Summary 2017-2022

Every year the 6-Year CIP is updated for budgeting and scheduling purposes with revised engineer estimates, revised project scopes, updated project schedules, and adding a new 6th year.

This year the county received federal STP-Rural and Bridge Funding for a number of projects, which means the CIP needed to accommodate additional money not previously budgeted for. The breakdown of added projects is as follows:

- CTH ZZ STP-Rural from Clay St. to Meadowlark Rd.
 - 2019 (\$2,897,000 federal funds, \$2,793,000 county funds – this project was anticipated in last year's CIP but the county received approximately \$677,000 more in federal funds from last year's CIP)
- CTH HH STP-Urban from Holmgren Way to Ashland Avenue
 - 2020 (\$1,250,000 federal funds, \$450,000 county funds)
- CTH HS Bridge over the Suamico River
 - 2019 (\$740,000 federal funds, \$149,000 county funds)
- CTH D Bridge over Plum Creek Bridge
 - 2019 (\$660,000 federal funds, \$132,000 county funds)
- CTH R Bridge over Devil's River Trail
 - 2020 (\$728,000 federal funds, \$146,000 county funds)
- CTH R Bridge over S. Wall Street Bridge
 - 2020 (\$816,000 federal funds, \$164,000 county funds)
- CTH V Bridge over Bower Creek Bridge
 - 2020 (\$768,000 federal funds, \$151,000 county funds)
- CTH J Bridge over Suamico River Bridge
 - 2020 (\$772,000 federal funds, \$152,000 county funds)

Totals: \$8,631,000 federal funds added to the CIP, \$1,344,000 county funds added to the CIP. (The county fund total does not include CTH ZZ which was budgeted for in last year's CIP).

In addition to accommodating the added federally funded projects, the CIP is balanced in terms of the total bond/levy amounts from year to year. The following table compares the 2016-2021 6-Year CIP to the new 2017-2022 6-Year CIP:

CIP Year	2017	2018	2019	2020	2021	2022
2016-2021 CIP Total County Cost*	\$8,938,146	\$8,962,216	\$9,092,589	\$8,800,892	\$7,008,946	N/A
2017-2022 CIP Total County Cost*	\$8,076,011	\$8,886,500	\$9,385,000	\$8,747,000	\$7,290,000	\$6,640,000

**Notes: Total County Cost is total of bond and levy dollars needed for the year from the county. This total does not include the Southern Arterial project for comparison purposes.*

By way of comparison, the 2013-2018 CIP had the following totals:

CIP Year	2013	2014	2015	2016	2017	2018
2013-2018 CIP Total County Cost	\$9,923,400	\$9,908,500	\$9,620,000	\$10,400,500	\$9,970,000	\$7,510,000

As identified last year with the roadway condition report, the total projected bond/levy cost for the county remains in the \$8.0 to \$9.3 million range through 2020. By 2020 the county will have the majority of the 3 rated (poor rated roadways) in the county resurfaced or reconditioned and will be working on current 4-rated roadways. In addition, all the bridges in poor condition (less than 50 sufficiency rating) will be replaced by 2020.

Lastly, we added a Future Projects page to the CIP showing projects beyond 2022 that are on the list of future projects. Many of these projects will need to have applications submitted for federal funding in 2017 with the next application cycle.

In summary, the Public Works Department has identified and scheduled to repair/reconstruct the very worst roads and bridges in the county over the next few years while reducing overall costs by roughly \$1 million dollars a year from previous CIP's. This is the result of the efforts over the past couple years of re-scoping and reprioritizing the county's infrastructure needs, and utilizing the savings achieved by producing our own asphalt and performing our engineering work with our own staff.

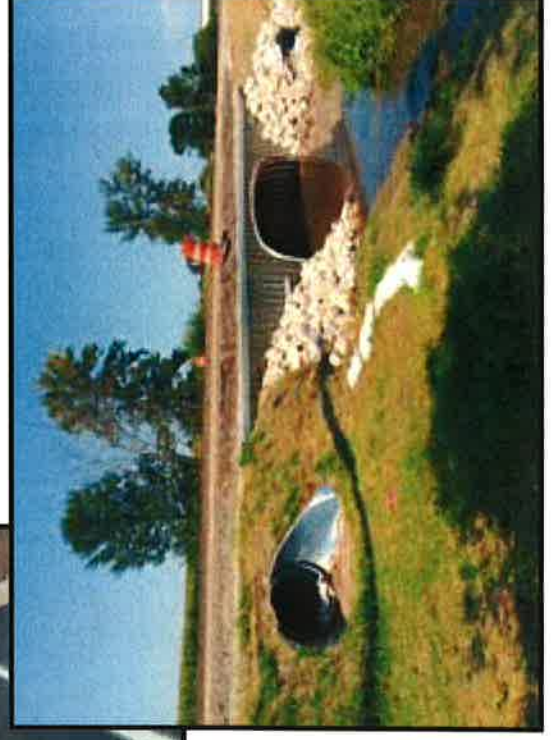


2017-2022 CAPITAL IMPROVEMENT PLAN



Pictures from left to right:

- CTH GV
- CTH P



May 23, 2016

**6-Year CIP Summary 2017 - 2022
Highway & Bridge Improvement Projects**

CALENDAR YEAR 2017

COUNTY HIGHWAY	PROJECT LOCATION	LANE MILES	IMPROVEMENT TYPE	TOTAL COST	FEDERAL FUNDS	MUNICIPAL FUNDS	COUNTY FUNDS	FUNDED TO DATE	BOND NEEDED	LEVY NEEDED
CTH D Lost Dauphin Road	Hickory Road to Barrington Drive Town of Lawrence	4.72	Recondition/Widening, 2-Lane Rural, Asphalt	2,167,000	-	-	2,167,000	-	2,167,000	-
CTH D Lost Dauphin Road	High Street to Hickory Road Town of Lawrence/Wrightstown	7.22	Recondition/Widening, 2-Lane Rural, Asphalt	2,013,000	-	-	2,013,000	-	2,013,000	-
CTH HS Velp Avenue	Glendale Avenue to CTH B Villages of Howard & Suamico	10.92	Surface Maintenance, 2-Lane Rural, Asphalt	2,232,000	-	-	2,232,000	CHIP 464,988	1,767,011	-
CTH B Veterans Ave to CTH J	Veterans Ave to CTH J Village of Suamico	1.00	Surface Maintenance, 2-Lane Rural, Asphalt	230,000	-	-	230,000	CHIP 230,000	-	-
CTH J CTH M to Harbor Lights Rd	CTH M to Harbor Lights Rd Village of Suamico	3.76	Surface Maintenance, 2-Lane Rural, Asphalt	552,000	-	-	552,000	-	511,947	40,053
CTH Y Shady Rd to Old 29	Shady Rd to Old 29 Town of Pittsfield	1.46	Surface Maintenance, 2-Lane Rural, Asphalt	250,000	-	-	250,000	-	250,000	-
CTH KB Wisconsin Ave to Irish Road	Wisconsin Ave to Irish Road Safety Improvement Project	6.69	Centerline Rumble Strips, Signing, & Marking Rural	285,000	HRRRP 231,000	-	54,000	CHIP 54,000	-	-
CTH VK CTH VK & Wood Ln Intersection	CTH VK & Wood Ln Intersection Village of Ashwaubenon/City of Green Bay		Traffic Signals Urban	200,000	-	Ashwaubenon 50,000 Green Bay 50,000	100,000	CHIP 100,000	-	-
West Side West Side CTH's	West Side CTH's Joint Filling		Asphalt Crack Filling Rural, Asphalt Maintenance	250,000	-	-	250,000	GTA 250,000	-	-
Prelim CTH EA	Willow Road to STH 29 Village of Bellevue		Right of Way Acquisition 2019 Construction	400,000	-	Bellevue 200,000	200,000	-	-	200,000
Prelim CTH ZZ	Clay St. to 800' South of Meadowlark Rd Town of Wrightstown		Right of Way Acquisition 2019 Construction	175,000	-	-	175,000	-	-	175,000
Prelim CTH ZZ	Tetzlaff Road to STH 54 Town of Rockland		Right of Way Acquisition 2018 Construction	175,000	-	-	175,000	-	-	175,000
Prelim CTH ZZ	Bridge Over East River Town of Rockland		Right of Way Acquisition 2018 Construction	10,000	-	-	10,000	-	-	10,000
Prelim CTH ZZ	800' South of Meadowlark Rd to Tetzlaff Rd Town of Wrightstown		Right of Way Acquisition 2019 Construction	460,000	-	-	460,000	-	-	460,000
Prelim 2017 Eng.	Preliminary Costs for Engineering, Survey, and R/W		Engineering, Survey, and R/W Future Projects	307,000	-	-	307,000	-	-	307,000
Total Lane Miles:	35.76	29.08	---	\$ 9,706,000	\$ 231,000	\$ 300,000	\$ 9,175,000	\$ 1,098,989	\$ 6,708,958	\$ 1,367,053

Key:

	Surface Maintenance
	Recondition Project
	Reconstruction
	Maintenance Project
	Preliminary Costs
	Scheduled But Not Funded

Profile mill 2-inches of existing asphalt and pave one (1) new 2.5-inch asphalt mat.
 Mill 4-inches of existing asphalt; repair poor subgrade areas, and pave one (1) new 2.5-inch asphalt binder mat and (1) new 2-inch asphalt surface mat.
 Remove existing pavement and/or stone base, culvert and/or bridge replacement, and place new asphalt or concrete.
 Concrete Pavement Repair (CPR), crack filling asphalt roads, safety improvements, or traffic signals.
 Engineering, right-of-way, permitting, culvert pipes, guardrail, etc. prior to a resurfacing, reconditioning, or reconstruction project.
 Federal/State aid applied for but not secured yet.

**6-Year CIP Summary 2017 - 2022
Highway & Bridge Improvement Projects**

CALENDAR YEAR 2018

COUNTY HIGHWAY	PROJECT LOCATION	LANE MILES	IMPROVEMENT TYPE	TOTAL COST	FEDERAL FUNDS	MUNICIPAL FUNDS	COUNTY FUNDS	FUNDED TO DATE	BOND NEEDED	LEVY NEEDED
CTH ZZ	ZZ-15 Tetzlaff Road to STH 57 Town of Rockland	2.50	Reconstruction, 2-Lane Rural, Asphalt	1,715,000	-	Rockland	1,715,000	-	1,715,000	-
CTH ZZ	ZZ-16 Bridge Over East River Town of Rockland	0.38	Bridge Replacement	1,396,000	LBP	Rockland	279,000	-	279,000	-
CTH M	M-19 Bridge Over Suamico River Village of Suamico	0.10	Bridge Replacement	800,000	LBP	Suamico	180,000	-	-	180,000
CTH MM	MM-7 Bridge Over Bower Creek Town of Ledgeview	0.10	Bridge Replacement	778,000	LBP	Ledgeview	156,000	-	-	156,000
CTH T	T-27 Pine Street to Highridge Avenue Village of Denmark	0.10	6' Culvert Replacement	250,000	-	-	250,000	-	250,000	-
CTH Z	Z-28 Fairview Rd to CTH NN Town of Morison	0.08	Box Culvert Replacement Rural, Asphalt	204,500	-	-	204,500	-	-	204,500
CTH G	G-33 STH 96 to CTH V Towns of Ledgeview & Glenmore	9.58	Surface Maintenance, 2-Lane Rural, Asphalt	1,900,000	-	-	1,900,000	-	1,900,000	-
CTH T	T-28 CTH N to RR Town of Humboldt	3.78	Recondition, 2-Lane Rural & Urban, Asphalt	672,000	-	-	672,000	-	672,000	-
CTH T	T-30 CTH KB to Blahnik Road Towns of New Denmark & Eaton	11.94	Recondition, 2-Lane Rural, Asphalt	3,300,000	-	-	3,300,000	-	2,703,447	596,553
	Preliminary Costs for (Permitting, Culverts, Guardrail, Etc.)			250,000	-	-	250,000	-	-	250,000
Total Lane Miles:	28.56	28.56	---	\$ 11,265,500	\$ 2,379,000	\$ -	\$ 8,886,500	\$ -	\$ 7,519,447	\$ 1,367,053

Key:



Profile mill 2-inches of existing asphalt and pave one (1) new 2.5-inch asphalt mat.

Mill 4-inches of existing asphalt, repair poor subgrade areas, and pave one (1) new 2.5-inch asphalt binder mat and (1) new 2-inch asphalt surface mat.

Remove existing pavement and/or stone base, culvert and/or bridge replacement, and place new asphalt or concrete.

Concrete Pavement Repair (CPR), crack filling asphalt roads, safety improvements, or traffic signals.

Engineering, right-of-way, permitting, culvert pipes, guardrail, etc. prior to a resurfacing, reconditioning, or reconstruction project.

Federal/State aid applied for but not secured yet.

Scheduled But Not Funded

**6-Year CIP Summary 2017 - 2022
Highway & Bridge Improvement Projects**

CALENDAR YEAR 2019

COUNTY HIGHWAY	PROJECT LOCATION	LANE MILES	IMPROVEMENT TYPE	TOTAL COST	FEDERAL FUNDS	MUNICIPAL FUNDS	COUNTY FUNDS	FUNDED TO DATE	BOND NEEDED	LEVY NEEDED
Fernando Drive	EE- CTH U to CTH GE Village of Hobart	4.00	Surface Maintenance, 2-Lane Rural, Asphalt	350,000	-	-	350,000	-	350,000	-
CTH JJ	JJ- CTH V to Hazen Road Village of Bellevue	1.82	Surface Maintenance, 3-Lane Urban, Asphalt	310,000	-	-	310,000	-	310,000	-
CTH EB	EB-36 CTH F to CTH EE Town of Lawrence	2.20	Recondition, 2-Lane Rural, Asphalt	605,000	-	-	605,000	-	605,000	-
CTH EA	EA-9 Willow Road to STH 29 Village of Bellevue	1.59	Reconstruction, 3-Lane Urban, Asphalt	2,808,000	STP-Urban 2,134,000	Bellevue 337,000	337,000	-	337,000	-
CTH HS	HS-10 Bridge over Suamico River Village of Suamico	0.10	Bridge Replacement	869,000	LBP 740,000	-	149,000	-	-	149,000
CTH D	D- Bridge over Plum Creek Town of Wrightstown	0.10	Bridge Replacement	792,000	LBP 660,000	-	132,000	-	-	132,000
CTH ZZ	ZZ-12 Clay St. to 800' South of Meadowlark Rd Town of Wrightstown	2.30	Reconstruction, 2-Lane Rural, Asphalt	5,690,000	STP-Rural 2,897,000	Wrightstown	2,793,000	-	2,793,000	-
CTH ZZ	ZZ-18 800' South of Meadowlark Rd to Teitzlaff Rd Town of Wrightstown	5.28	Reconstruction, 2-Lane Rural, Asphalt	4,459,000	-	Wrightstown	4,459,000	-	3,622,947	836,053
	Preliminary Costs for (Permitting, Culverts, Guardrail, Etc.)			250,000	-	-	250,000	-	-	250,000
Southern Arterial	CTH F to Lawrence Drive Design Includes a Corridor-Wide Component for Setting Alignment		Design - Survey, Engineering Environmental Report			Lawrence 770,000 De Pere 570,000 Ledgeview 145,000 Rockland 15,000				
Total Lane Miles:	17.39	Asphalt Paving Lane Miles:	17.39	\$ 19,153,000	\$ 6,431,000	\$ 1,837,000	\$ 10,885,000	\$ -	\$ 9,517,947	\$ 1,367,053

Key:



Surface Maintenance
Recondition Project
Reconstruction
Maintenance Project
Preliminary Costs
Scheduled But Not Funded

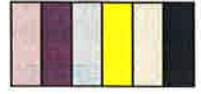
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Remove existing pavement and/or stone base, culvert and/or bridge replacement, and place new asphalt or concrete.
Concrete Pavement Repair (CPR), crack filling asphalt roads, safety improvements, or traffic signals.
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Federal/State aid applied for but not secured yet.

**6-Year CIP Summary 2017 - 2022
Highway & Bridge Improvement Projects**

CALENDAR YEAR 2020

COUNTY HIGHWAY	PROJECT LOCATION	LANE MILES	IMPROVEMENT TYPE	TOTAL COST	FEDERAL FUNDS	MUNICIPAL FUNDS	COUNTY FUNDS	FUNDED TO DATE	BOND NEEDED	LEVY NEEDED
CTH IV	IV- CTH P to BK Line Road Town of Humbolt	1.80	Surface Maintenance, 2-Lane Rural, Asphalt	250,000	-	-	250,000	-	250,000	-
CTH V	V- CTH T to CTH IV Town of Humbolt	3.96	Recondition, 2-Lane Rural, Asphalt	550,000	-	-	550,000	-	550,000	-
CTH W	W- County Line to STH 96 Town of Morrison	14.04	Recondition, 2-Lane Rural, Asphalt	4,000,000	-	-	4,000,000	-	3,695,947	304,053
CTH PP	PP-16 STH 96 to CTH W Town of Wrightstown	10.84	Recondition, 2-Lane Rural, Asphalt	2,475,000	-	-	2,475,000	-	2,475,000	-
CTH R	R- Devils River Trail to CTH KB Village of Denmark	0.78	Recondition, 2-Lane Rural, Crack & Seal with Asphalt	200,000	-	-	200,000	-	-	200,000
CTH HH	HH- Holmgren Way to Ashland Avenue Village of Ashwaubenon	1.34	Reconstruction, 4-Lane Urban, Concrete	2,067,500	STBG 1,249,500	Ashwaubenon 409,000	409,000	-	409,000	-
CTH R	R- Bridge Over Devils River Trail Village of Denmark	0.22	Bridge Replacement	874,000	LBP 728,000	-	146,000	-	-	146,000
CTH R	R- Bridge Over S. Wall St Village of Denmark	0.12	Bridge Replacement	980,000	LBP 816,000	-	164,000	-	-	164,000
CTH V	V- Bridge Over Bower Creek Village of Denmark	0.14	Bridge Replacement	919,000	LBP 768,000	-	151,000	-	-	151,000
CTH J	J- Bridge Over Suamico River Village of Suamico	0.26	Bridge Replacement	924,000	LBP 772,000	-	152,000	-	-	152,000
	Preliminary Costs for (Permitting, Culverts, Guardrail, Etc.)									
	CTH F to Lawrence Drive Design Includes a Corridor-Wide Component for Setting Alignment		Design - Survey, Engineering Environmental Report	250,000	-	-	250,000	-	-	250,000
Southern Arterial						Lawrence 770,000 De Pere 570,000 Ledgeview 145,000 Rockland 15,000	1,500,000	-	1,500,000	-
Total Lane Miles:	33.50	Asphalt Paving Lane Miles: 32.16	---	\$ 16,489,500	\$ 4,333,500	\$ 1,909,000	\$ 10,247,000	\$ -	\$ 8,879,947	\$ 1,367,053

Key:



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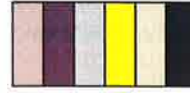
6-Year CIP Summary 2017 - 2022

Highway & Bridge Improvement Projects

CALENDAR YEAR 2021

COUNTY HIGHWAY		PROJECT LOCATION	LANE MILES	IMPROVEMENT TYPE	TOTAL COST	FEDERAL FUNDS	MUNICIPAL FUNDS	COUNTY FUNDS	FUNDED TO DATE	BOND NEEDED	LEVY NEEDED
CTH J	J-	CTH EB to CTH C Village of Howard	2.66	Recondition, 4-Lane Urban, Asphalt	400,000	-	-	400,000	-	400,000	-
CTH GV	GV-12	Hoffman Road to STH 172 Ramps Village of Bellevue	0.84	Recondition, 4-Lane Urban, Asphalt	400,000	-	-	400,000	-	400,000	-
CTH T	T-	STH 54 to Caledonia Dr Town of Scott & Green Bay	2.98	Recondition, 2-Lane Rural, Asphalt	825,000	-	-	825,000	-	825,000	-
CTH DDD	DDD-	CTH DD to French Road Town of Wrightstown	3.70	Recondition, 2-Lane Rural, Asphalt	1,020,000	-	-	1,020,000	-	1,020,000	-
CTH XX	XX-18	CTH O to RR Tracks Village of Bellevue	3.56	Recondition, 4-Lane Urban, Asphalt	500,000	-	-	500,000	-	500,000	-
CTH PP	PP-	Man-Cal Road to STH 96 Town of Wrightstown & Holland	10.20	Recondition, 2-Lane Rural, Asphalt	2,900,000	-	-	2,900,000	-	1,782,947	1,117,053
CTH O	O-	East River Drive to CTH XX Village of Bellevue	1.14	Recondition, 2-Lane Urban, Asphalt	350,000	-	-	350,000	-	350,000	-
CTH CE	CE-	Oulagamie Rd to Gerrits Rd Town of Holland	0.98	Recondition, 2-Lane Rural, Asphalt	270,000	-	-	270,000	-	270,000	-
CTH GE	GE-10	STH 172 to STH 54 Village of Hobart	1.48	Recondition, 2-Lane Rural, Asphalt	375,000	-	-	375,000	-	375,000	-
		Preliminary Costs for (Permitting, Culverts, Guardrail, Etc.)			250,000	-	-	250,000	-	-	250,000
Southern Arterial		CTH F to Lawrence Drive Design Includes a Corridor-Wide Component for Setting Alignment		Design - Survey, Engineering Environmental Report			Lawrence 260,000 De Pere 190,000 Ledgewood 50,000				
					1,000,000	-	-	500,000	-	500,000	-
Total Lane Miles:	27.56	Asphalt Paving Lane Miles:	27.56	---	\$ 8,290,000	\$ -	\$ 500,000	\$ 7,790,000	\$ -	\$ 6,422,947	\$ 1,367,053

Key:



Surface Maintenance
Recondition Project
Reconstruction
Maintenance Project
Preliminary Costs
Scheduled But Not Funded

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Concrete Pavement Repair (CPR), crack filling asphalt roads, safety improvements, or traffic signals.

Engineering, right-of-way, permitting, culvert pipes, guardrail, etc. prior to a resurfacing, reconditioning, or reconstruction project.

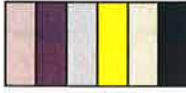
Federal/State aid applied for but not secured yet.

6-Year CIP Summary 2017 - 2022
Highway & Bridge Improvement Projects

CALENDAR YEAR 2022

COUNTY HIGHWAY	PROJECT LOCATION	LANE MILES	IMPROVEMENT TYPE	TOTAL COST	FEDERAL FUNDS	MUNICIPAL FUNDS	COUNTY FUNDS	FUNDED TO DATE	BOND NEEDED	LEVY NEEDED
CTH W	W- STH 96 to CTH PP Town of Rockland	13.86	Recondition, 2-Lane Rural, Asphalt	3,850,000	-	-	3,850,000	-	2,732,947	1,117,053
CTH V	V-20 CTH Q to Debra Lane Village of Bellevue	4.68	Recondition, 4-Lane Urban, Asphalt	1,100,000	-	-	1,100,000	-	1,100,000	-
CTH T	T- STH 29 to Town Line Rd Town of Eaton	4.06	Recondition, 2-Lane Rural, Asphalt	1,110,000	-	-	1,110,000	-	1,110,000	-
CTH BB	BB- CTH R to County Line Town of New Denmark	1.20	Recondition, 2-Lane Rural, Asphalt	330,000	-	-	330,000	-	330,000	-
	Preliminary Costs for (Permitting, Culverts, Guardrail, Etc.)			250,000	-	-	250,000	-	-	250,000
Total Lane Miles:	24.02	24.02	---	\$ 6,640,000	\$ -	\$ -	\$ 6,640,000	\$ -	\$ 5,272,947	\$ 1,367,053

Key:



Profile mill 2-inches of existing asphalt and pave one (1) new 2.5-inch asphalt mat.
 Mill 4-inches of existing asphalt, repair poor subgrade areas, and pave one (1) new 2.5-inch asphalt binder mat and (1) new 2-inch asphalt surface mat.
 Remove existing pavement and/or stone base, culvert and/or bridge replacement, and place new asphalt or concrete.
 Concrete Pavement Repair (CPR), crack filling asphalt roads, safety improvements, or traffic signals.
 Engineering, right-of-way, permitting, culvert pipes, guardrail, etc. prior to a resurfacing, reconditioning, or reconstruction project.
 Federal/State aid applied for but not secured yet.

**6-Year CIP Summary 2017 - 2022
Highway & Bridge Improvement Projects**

Future Projects (2023 - 2027)

COUNTY HIGHWAY		PROJECT LOCATION	LANE MILES	IMPROVEMENT TYPE	TOTAL COST	FEDERAL FUNDS	MUNICIPAL FUNDS	COUNTY FUNDS	FUNDED TO DATE	BOND NEEDED	LEVY NEEDED
CTH C	C-21	CTH FF to Greenfield Ave Village of Howard	1.50	Reconstruct, 2-Lane Urban, Asphalt	3,240,000	STP-Urban 2,592,000	Howard 324,000	324,000	-	-	-
CTH C	C-22	Greenfield Ave to Glendale Ave Village of Howard	3.66	Reconstruct, 2-Lane Urban, Asphalt	5,460,000	STP-Urban 4,368,000	Howard 546,000	546,000	-	-	-
CTH XX	XX-19	East River Bridge to Bellevue St. Village of Bellevue	0.92	Reconstruct, 2-Lane Urban, Asphalt	2,129,000	STP-Urban 1,663,200	Bellevue 232,900	232,900	-	-	-
CTH HS	HS-	CTH M to CTH B Village of Suamico	6.75	Reconstruction, 2-Lane Urban, Asphalt	11,500,000	STP-Urban 9,200,000	Suamico 1,150,000	1,150,000	-	-	-
CTH HH	HH-	CTH AAA to STH 32 Village of Ashwaubenon	2.44	Reconstruction, 4-Lane Urban, Asphalt	2,797,200	STP-Urban 2,237,760	Ashwaubenon 279,720	279,720	-	-	-

Key:



Profile mill 2-inches of existing asphalt and pave one (1) new 2.5-inch asphalt mat.

Mill 4-inches of existing asphalt, repair poor subgrade areas, and pave one (1) new 2.5-inch asphalt binder mat and (1) new 2-inch asphalt surface mat.
Remove existing pavement and/or stone base, culvert and/or bridge replacement, and place new asphalt or concrete.

Concrete Pavement Repair (CPR), crack filling asphalt roads, safety improvements, or traffic signals.

Engineering, right-of-way, permitting, culvert pipes, guardrail, etc. prior to a resurfacing, reconditioning, or reconstruction project.

Federal/State aid applied for but not secured yet.

June 15, 2016

**TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS**

Ladies & Gentlemen:

**RESOLUTION TO AUTHORIZE THE USE OF
BONDED AND LEVIED FUNDS FOR LIBRARY RENOVATION**

WHEREAS, in March 2012, Brown County Board of Supervisors bonded for Library renovations at the Central Library and placed said bonded funds into the 425 Library Renovation Fund to be used for library construction projects; and,

WHEREAS, as these funds in the 425 Library Renovation Fund were to be used for facility improvements the funds were put under the oversight of the Public Works Department; and,

WHEREAS, funds bonded for by Brown County for the Library, back in 2012, were borrowed and designated for renovation purposes and under the State Statutes are required to be used for said purposes pursuant to Wis. Stats., Chapter 67; and,

WHEREAS, Brown County is responsible for disbursing funds in compliance with Chapter 67, and exercises control over the bond money and the manner in which it is disbursed, and is obligated to comply with the very purpose for which the bond was issued, which was Library improvements and renovations; and,

WHEREAS, consistent with said purpose, it is now desirable that \$250,000 of the \$623,997.55 in bonded funds located in the 425 Library Renovation Fund be used by the Library to renovate and reconfigure its Central Library's public restrooms in a manner that complies with the American with Disabilities Act of 1990 ("ADA"), at a cost not to exceed \$250,000; and,

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that, of the \$623,997.55 in bonded funds located in the 425 Library Renovation Fund for Library renovation purposes, \$250,000 be used for the Library to renovate and reconfigure its Central Library's public restrooms in a manner that complies with the ADA at a cost not to exceed \$250,000.

19a

BE IT FURTHER RESOLVED by the Brown County Board of Supervisors that the use of said funds from the 425 Library Renovation Fund for purposes of the Central Library improvements and renovations referenced herein is in keeping with the original intent of the bonded and levied funds.

Respectfully submitted,

PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Approved By:

Troy Streckenbach,
COUNTY EXECUTIVE

Date Signed: _____

Drafted by Brown County Library Executive Director

Approved as to form by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund. The resolution encumbers up to \$250,000 from the 425 Fund for public library bathroom improvements.

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
GRUSZYNSKI	5			
LEFEBVRE	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
BRUSKY	14			
KATERS	15			
KAster	16			
VAN DYCK	17			
LINSEN	18			
KNEISZEL	19			
CLANCY	20			
CAMPBELL	21			
MOYNIHAN, JR	22			
BLOM	23			
SCHADEWALD	24			
LUND	25			
BECKER	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____



BROWN COUNTY LIBRARY
515 PINE STREET GREEN BAY, WI 54301-5194

PHONE (920) 448-5810
FAX (920) 448-4364

BRIAN M. SIMONS
EXECUTIVE DIRECTOR

Simons_BM@co.brown.wi.us
www.browncountylibrary.org

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 5/20/2016
REQUEST TO: Planning, Development & Transportation
MEETING DATE: 5/23/2016
REQUEST FROM: Brian Simons
Executive Director, Brown County Library

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: **RESOLUTION TO AUTHORIZE THE USE OF
BONDED FUNDS FOR LIBRARY RENOVATION**

ISSUE/BACKGROUND INFORMATION:

This resolution is necessary to make the public restrooms at the Central Library ADA compliant and up to code. This has been an issue identified by Public Works in their report. Because the funds were bonded, the repair report was done by Public Works, and the work entailed construction, Public Works was given oversight of the fund where these monies are kept. To move forward, the Library would need access to a portion of the funds in the 425 Library Renovation Fund

ACTION REQUESTED:

Designate a portion of the bonded funds in the 425 Library Renovation Fund to be used to address the significant needs identified in the resolution.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
 - a. If yes, what is the amount of the impact? \$250,000
 - b. If part of a bigger project, what is the total amount of the project? \$_____
 - c. Is it currently budgeted? ☒ Yes ☒ No (No new tax impact. Funds available)
 1. If yes, in which account? 425.050.6182.100
 2. If no, how will the impact be funded? _____

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

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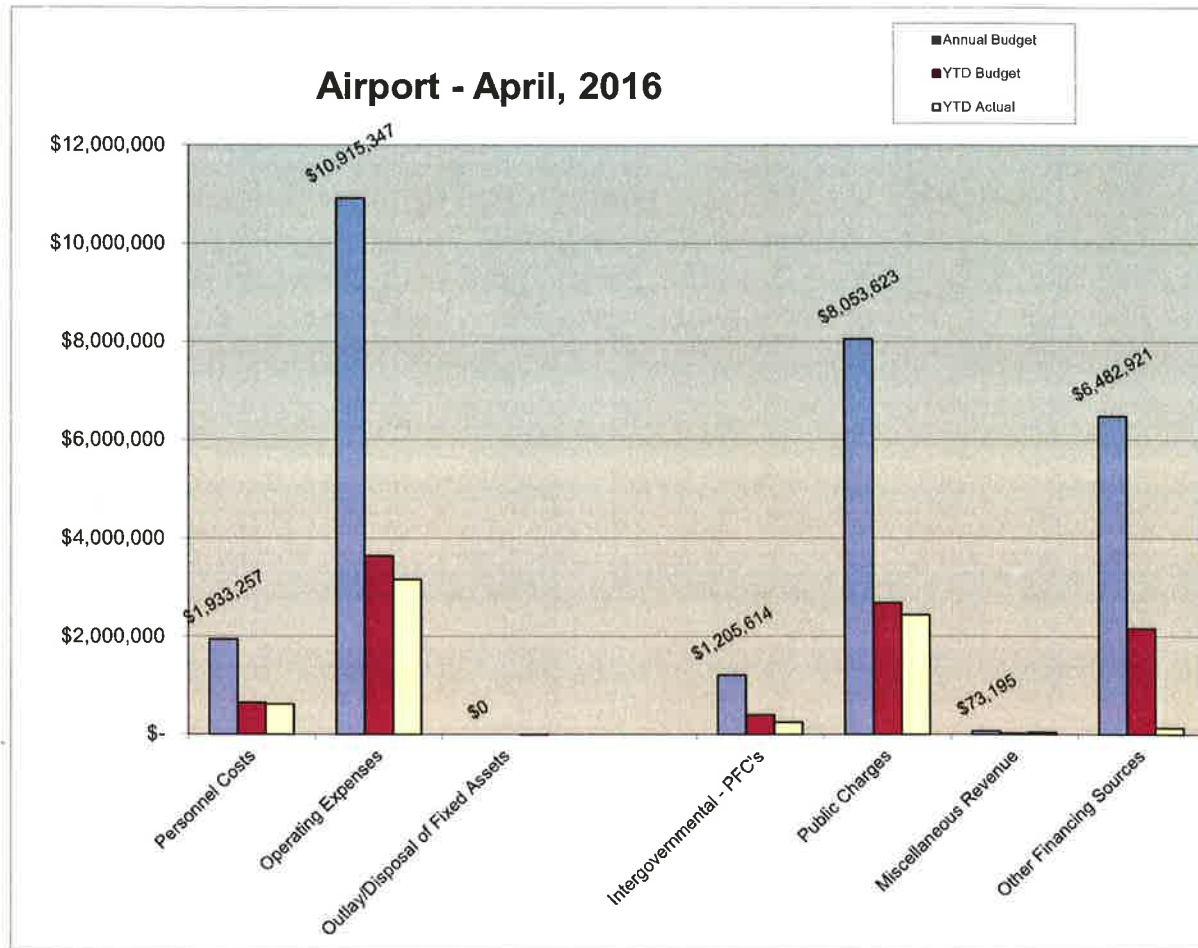
**Brown County
Airport
Budget Status Report**
April-16

	Annual Budget	YTD Budget	YTD Actual
Personnel Costs	\$1,933,257	\$644,419	\$616,056
Operating Expenses	\$10,915,347	\$3,638,449	\$3,159,349
Outlay/Disposal of Fixed Assets	\$0	\$0	-\$500
Intergovernmental - PFC's	\$1,205,614	\$401,871	\$247,824
Public Charges	\$8,053,623	\$2,684,541	\$2,434,819
Miscellaneous Revenue	\$73,195	\$24,398	\$39,239
Other Financing Sources	\$6,482,921	\$2,160,974	\$135,137

HIGHLIGHTS

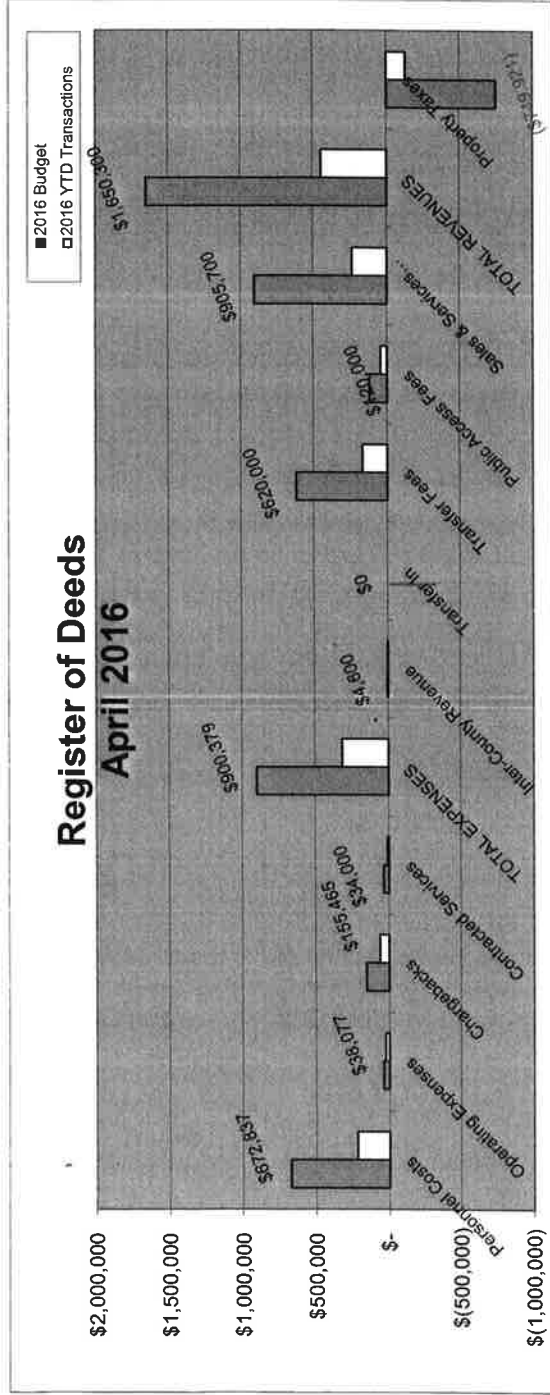
Both revenues and expenses are trending in accordance with the budget. As is customary, "Other Financing Sources" represents capital contributions resulting from state and federal grants, is lagging. One project to rehabilitate two sections of air carrier ramp and a portion of Taxiway D is just underway. This will be on budget by the end of the year.

Thru Apr	Pax On	% (+/-)
2016	86,944	-7.9%
2015	94,351	



Brown County Register of Deeds
"Unaudited" Budget Status Report
 April 2016 vs April 2015

	2016		2016 YTD		2015		2015 YTD	
	Budget	Transactions	Budget	Transactions	Budget	Transactions	Budget	Transactions
Personnel Costs	\$ 672,837	\$ 216,957		Personnel Costs	\$ 672,674	\$ 220,943		
Operating Expenses	\$ 38,077	\$ 24,528		Operating Expenses	\$ 39,714	\$ 11,931		
Chargebacks	\$ 155,465	\$ 62,327		Chargebacks	\$ 144,809	\$ 48,692		
Contracted Services	\$ 34,000	\$ 9,114		Contracted Services	\$ 23,000	\$ 5,153		
TOTAL EXPENSES	\$ 900,379	\$ 312,926		TOTAL EXPENSES	\$ 880,197	\$ 286,719		
Inter-County Revenue	\$ 4,600	\$ 2,015		Inter-County Revenue	\$ 4,600	\$ 1,479		
Transfer In	\$ 0	\$ 0		Transfer In	\$ -	\$ 0		
Transfer Fees	\$ 620,000	\$ 166,180		Transfer Fees	\$ 471,330	\$ 176,801		
Public Access Fees	\$ 120,000	\$ 40,679		Public Access Fees	\$ 107,100	\$ 38,701		
Sales & Services Revenue	\$ 905,700	\$ 233,624		Sales & Services Revenue	\$ 1,040,300	\$ 251,480		
TOTAL REVENUES	\$ 1,650,300	\$ 442,498		TOTAL REVENUES	\$ 1,623,330	\$ 468,461		
Property Taxes	\$ (749,921)	\$ (129,572)		Property Taxes	\$ (743,133)	\$ (181,742)		



Brown County - Planning
Budget Status Report
April 30, 2016

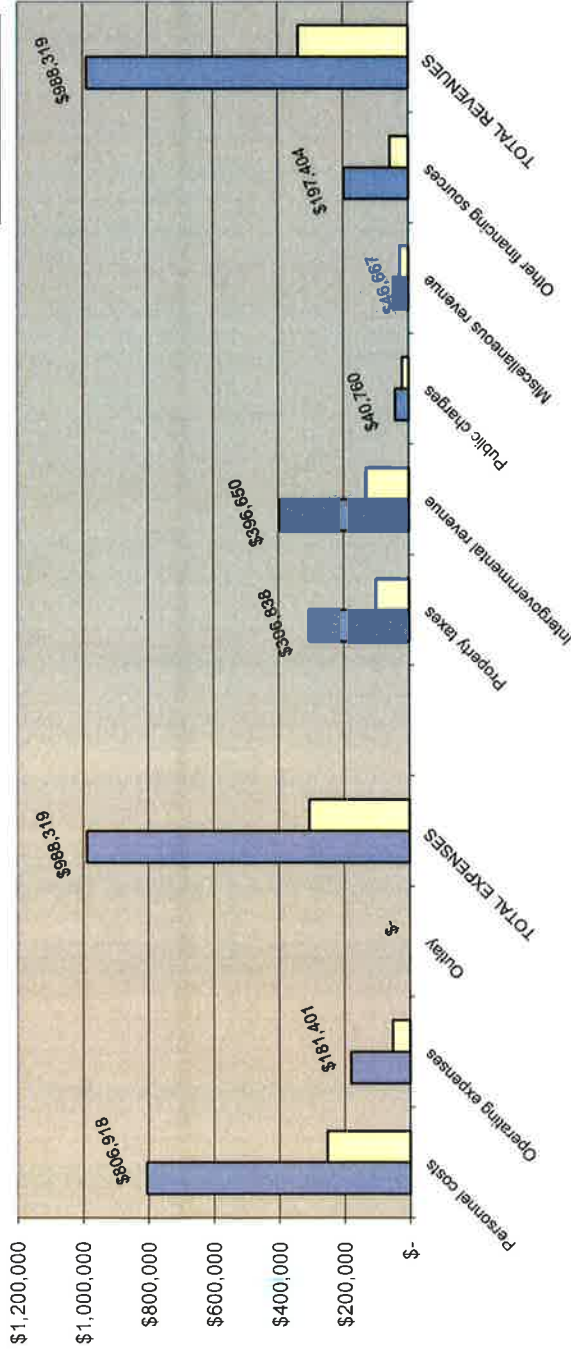
	2016 Amended Budget	2016 YTD Transactions	2015 Amended Budget	2015 YTD Transactions
Personnel costs	\$ 806,918	\$ 254,340	\$ 813,780	\$ 248,590
Operating expenses	\$ 181,401	\$ 53,315	\$ 112,578	\$ 37,889
Outlay	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 988,319	\$ 307,656	\$ 926,358	\$ 286,479
Property taxes	\$ 306,838	\$ 102,279	\$ 234,777	\$ 78,259
Intergovernmental revenue	\$ 396,650	\$ 131,776	\$ 398,588	\$ 113,614
Public charges	\$ 40,760	\$ 19,872	\$ 42,560	\$ 9,332
Miscellaneous revenue	\$ 46,667	\$ 26,867	\$ 26,667	\$ 26,717
Other financing sources	\$ 197,404	\$ 59,022	\$ 223,766	\$ 55,556
TOTAL REVENUES	\$ 988,319	\$ 336,817	\$ 926,358	\$ 283,478

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

Revenues: All categories are at or near expectations.

Planning - April 30, 2016 - Unaudited



**Brown County - Property Listing
Budget Status Report
April 30, 2016**

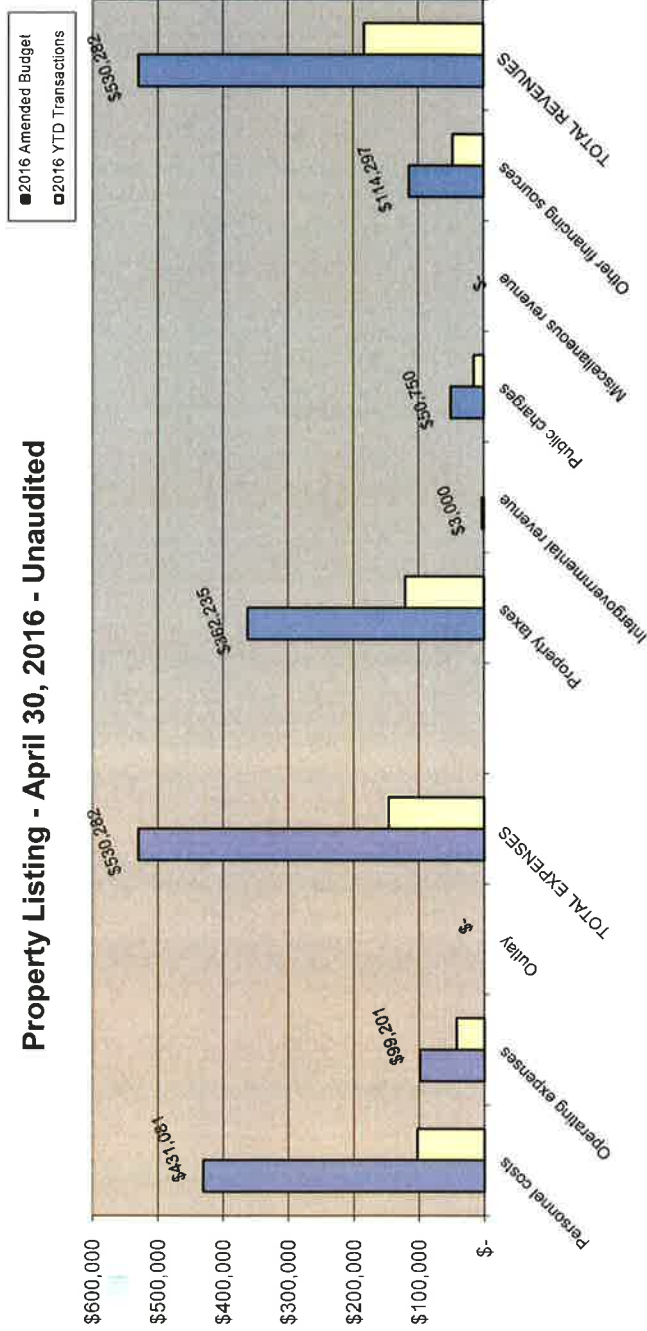
	2016 Amended Budget	2016 YTD Transactions	2015 Amended Budget	2015 YTD Transactions
Personnel costs	\$ 431,081	\$ 103,194	\$ 424,025	\$ 133,001
Operating expenses	\$ 99,201	\$ 42,650	\$ 92,884	\$ 30,212
Outlay	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 530,282	\$ 145,844	\$ 516,909	\$ 163,213
Property taxes	\$ 362,235	\$ 120,745	\$ 300,574	\$ 100,191
Intergovernmental revenue	\$ 3,000	\$ -	\$ 3,000	\$ -
Public charges	\$ 50,750	\$ 15,093	\$ 51,000	\$ 11,244
Miscellaneous revenue	\$ -	\$ -	\$ 10,000	\$ 32
Other financing sources	\$ 114,297	\$ 47,283	\$ 152,335	\$ 50,778
TOTAL REVENUES	\$ 530,282	\$ 183,121	\$ 516,909	\$ 162,246

HIGHLIGHTS:

Expenditures: All expenditures are within anticipated levels.

Revenues: All revenues are progressing as anticipated.

Property Listing - April 30, 2016 - Unaudited



**Brown County - Zoning
Budget Status Report
April 30, 2016**

	2016 Amended		2016 YTD		2015 Amended		2015 YTD	
	Budget	Transactions	Budget	Transactions	Budget	Transactions	Budget	Transactions
Personnel costs	\$ 269,511	\$ 83,079			\$ 266,948	\$ 84,971		
Operating expenses	\$ 147,268	\$ 21,138			\$ 139,537	\$ 19,813		
Outlay	\$ -	\$ -			\$ -	\$ -		
TOTAL EXPENSES	\$ 416,779	\$ 104,217			\$ 406,485	\$ 104,784		
Property taxes	\$ -	\$ -			\$ -	\$ -		
Intergovernmental revenue	\$ 86,044	\$ -			\$ 87,191	\$ -		
Public charges	\$ 326,851	\$ 219,195			\$ 315,445	\$ 219,032		
Miscellaneous revenue	\$ 500	\$ -			\$ 500	\$ 500		
Other financing sources	\$ 3,384	\$ -			\$ 3,349	\$ -		
TOTAL REVENUES	\$ 416,779	\$ 219,195			\$ 406,485	\$ 219,532		

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

Revenues: Public charges for P.O.W.T.S. program are progressing as planned.

